

# SUBJECT TO SELLER'S COUNTER ADDENDUM

Specialized Real Estate Services, Inc.		Specialized Real Estate Services, Inc.	
Listing Firm		Selling Firm	
Tommy Randlee		Tommy Randlee	
Buyer's Designated Agent		Buyer's Designated Agent	
604-237-4404 468-7878 504-883-5272		604-237-4404 468-7878 504-883-5272	
Phone Number	Office	Phone Number	Office
tommy@arsinc.com		tommy@arsinc.com	
Email Address		Email Address	
Delivered by Designated Agent to		Day	Date
Comments		Time	AM/PM
Received by Designated Listing Agent		Day	Date
		Time	AM/PM

## LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

1  
2  
3 Date: 05/08/2011

4  
5  
6 **PROPERTY DESCRIPTION:** I/we offer and agree to buy/sell the property at:  
7 (Municipal Address) 208 E. Oakland St.  
8 City St. Rose ; Zip 70087 ; Parish St. ; Louisiana,  
9 (Legal Description) 88.500' x 110'  
10 on lands and grounds measuring approximately 55x101  
11 attached improvements, together with all fences, security systems, all installed speakers or installed sound  
12 systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all  
13 ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window  
14 coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet  
15 knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all  
16 installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the  
17 ground, if owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and  
18 unharvested fruits of trees on the property shall be conveyed to the BUYER. The following movable items here  
19 remain with the property, but are not to be considered as part of the Sale Price and have no value:  
20 n/a  
21  
22  
23 All items listed herein are included in the property sold no matter how they are attached or installed, provided that  
24 any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (this  
25 "Agreement"), unless otherwise stated herein. (All of the above contained in items 6 through 22 are collectively  
26 referred to herein as the "Property.") The following items are excluded from the Property sold:  
27 n/a  
28  
29  
30  
31 **MINERAL RIGHTS:** If SELLER transfers any mineral rights, they are to be transferred without warranty,  
32 0 % mineral rights owned by SELLER are to be reserved by SELLER and the SELLER shall waive any  
33 right to use the surface for any such reserved mineral activity or use.  
34  
35 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and  
36 law or ordinances affecting the Property for the sum of One hundred twenty two thousand dollars  
37 Dollars (\$122,000) (the "Sale Price").  
38  
39 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by  
40 BUYER, on 20 or before if mutually agreed upon. Any change of the date  
41 for execution of the Act of Sale must be mutually agreed upon in writing and signed by SELLER and BUYER. At  
42 closing, BUYER must provide "good funds" if required by Louisiana statute LA R.S. 22:812 et seq. Security  
43 deposits are to be transferred to BUYER at Act of Sale.

44 **OCCUPANCY:** Occupancy/possession and transfer of keys are to be granted at Act of Sale unless mutually  
45 agreed upon in writing.  
46

BUYER'S Initial JS  
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SELLER'S Initial [Signature]  
Specialized Real Estate Services, Inc.

208 E. Oakland St. St. Rose, LA 70087

Property address, street, city, state, zip

47 CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY: [ ] This sale is contingent on the sale of other
48 property by the BUYER and the attached contingency clause addendum shall apply. [X] This sale is not
49 contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale
50 Price contingent on the BUYER'S sale of any property.

51
52 [X] ALL CASH SALE: BUYER warrants he has cash readily available to close the sale of this Property.

53
54 [ ] FINANCED SALE: This sale is conditioned upon the ability of BUYER to borrow with this Property as security
55 for the loan the sum of \$\_\_\_\_\_ or \_\_\_\_\_% of the Sale
56 Price by a mortgage loan or loans at an initial interest rate not to exceed \_\_\_\_\_% per annum. Interest and
57 principal, amortized over a period of not less than \_\_\_\_\_ years, payable in monthly installments or on any other
58 terms as may be acceptable to BUYER provided that these terms do not increase the cost, fees or expenses to
59 SELLER. The loan shall be secured by a [ ] Fixed Rate Mortgage; [ ] Adjustable Rate Mortgage; [ ] VA
60 Guaranteed Mortgage; [ ] FHA Insured Mortgage; [ ] Owner Financing; [ ] Bond Financing; [ ] Other. Fees paid
61 by SELLER that are required by lender, if any, shall not exceed \$\_\_\_\_\_. BUYER agrees to
62 pay discount points not to exceed \_\_\_\_\_% of the loan amount. Other financing conditions:
63 \_\_\_\_\_
64 \_\_\_\_\_
65 \_\_\_\_\_

66
67 In the event BUYER is not able to secure financing, SELLER reserves the right to provide all or part of mortgage
68 loan(s) under the terms set forth above. The BUYER acknowledges and warrants that he has available the funds
69 which may be required to complete the sale of the Property including, but not limited to, the deposit, the down
70 payment, closing costs, pre-paid items, and other expenses. BUYER agrees to make good faith application within
71 \_\_\_\_\_ calendar days after acceptance of this offer or any counteroffer. Written proof from the lender that the
72 application has been made shall be supplied by BUYER to the SELLER. Final loan approval shall be obtained on
73 or prior to \_\_\_\_\_ Any extension of this date shall be in writing and shall be signed by all
74 parties. BUYER authorizes and instructs lender to release to SELLER, or SELLER'S Broker or Designated Agent,
75 written verification of the loan application and final loan approval.

76
77 PROVISIONS/OTHER COSTS: Real estate taxes, flood insurance premium if assumed, rents, assessments,
78 condominium dues, assessments, and/or other dues owed to homeowners associations and the like for the
79 current year are to be prorated through the date of the Act of Sale. Act of Sale costs, title insurance and other
80 costs required to obtain financing, shall be paid by BUYER, unless otherwise stated herein. All necessary tax,
81 mortgage, conveyance, release certificates or cancellations and SELLER closing fees, if any, shall be paid by
82 SELLER. Seller shall pay all previous years taxes, assessments, condominium dues, assessments and/or dues
83 owed to homeowners associations and the like. All special assessments bearing against the Property prior to Act
84 of Sale, other than those to be assumed by written agreement as of the date of the Act of Sale, are to be paid by
85 Seller.

86
87 APPRAISAL: [ ] This sale is NOT conditioned on appraisal. [X] This sale is conditioned on the appraisal of the
88 Property being not less than the Sale Price. If the appraised value of the Property is equal to or greater than the
89 Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less
90 than the Sale Price, BUYER shall immediately provide written notification to SELLER of appraisal value and
91 BUYER'S request for SELLER to reduce the Sale Price, within \_\_\_\_\_ (\_\_\_\_\_) calendar
92 days after SELLER'S receipt of such written notification of the appraised value, BUYER shall have the option to
93 pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless SELLER agrees in writing
94 to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

95
96 DEPOSIT: Upon acceptance of this offer, or any attached counter offer, SELLER and BUYER shall be bound by
97 all terms and conditions of this Agreement, and BUYER or BUYER'S agent will deliver immediately upon notice of
98 acceptance of the offer a deposit (the "Deposit") in the amount of \$\_\_\_\_\_ or \_\_\_\_\_%
99 of the Sale Price to be paid in the form of: [ ] Cash \$2,500.00

100 [X] Check \$\_\_\_\_\_ [ ] Promissory Note \$\_\_\_\_\_
101 The Deposit shall be held by Listing broker

102
103 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it
104 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
105 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension
106 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute

BUYER'S Initials [Signature]
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SELLER'S Initials [Signature]

MAY-16-2011 03:37P FROM:

9857836519

TO: 50 735272

F.013

206 E. Oakland St. St. Rose, LA 70007

Property address, street, city, state, zip

107 arises as to ownership of, or entitlement to, the Deposit, or funds held in escrow, the Buyer shall abide by the
108 Rules and Regulations set forth by the Louisiana Real Estate Commission.

109
110 RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void
111 without demand in consequence of the following events:

- 112 1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in lines 152
- 113 through 157 of this Agreement;
- 114 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
- 115 stated in lines 87 through 76 of this Agreement but only if the BUYER has made timely application for the loan
- 116 and made good faith efforts to obtain the loan;
- 117 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
- 118 SELLER will not reduce the Sale Price as set forth in lines 87 through 94 of this Agreement;
- 119 4) If the BUYER timely terminates the Agreement after having received the home or assessments, as set forth in
- 120 lines 124 through 128 of this Agreement;
- 121 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
- 122 as set forth in lines 168 through 174.

123
124 LEASER/SPECIAL ASSESSMENTS: The sale is conditioned upon BUYER'S receipt of a copy of all written
125 leases (including mineral leases) and unpaid special assessments from SELLER within five (5) calendar days of
126 acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost
127 of local improvements. BUYER will have five (5) calendar days after receipt of the aforementioned documents to
128 notify SELLER, in writing, of BUYER'S intent to terminate the Agreement.

129
130 NEW HOME CONSTRUCTION: If the property to be sold is completed new construction, under construction, or to
131 be constructed, check one:  A new home construction addendum, with additional terms and conditions, is
132 attached.  There is no new home construction addendum.

133
134 INSPECTION AND DUE DILIGENCE: BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE
135 PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION;
136 ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING
137 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS
138 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
139 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

140
141 BUYER shall have an inspection period of ( ) calendar days, commencing the first day after acceptance of
142 this Agreement wherein, BUYER may, at BUYER'S expense, have any inspections made by experts or others of
143 his choosing. Such inspections may include, but are not limited to, inspections for termites and other wood
144 destroying insects, and/or damage from earth, mold, and fungi hazards, and analysis of synthetic stucco,
145 drywall, appliances, shutters, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer
146 availability and condition, out-buildings, square footage, school district, flood zone designations, current zoning
147 and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure
148 Document. All testing shall be non-destructive testing. SELLER agrees to provide the utilities for inspections and
149 immediate access. If BUYER is not satisfied with the condition of the Property the BUYER may choose one of the
150 following options within the inspection period:

- 151 Option 1: BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void; or
- 152 Option 2: BUYER may indicate in writing the deficiencies and desired remedies and SELLER will within seventy
- 153 two (72) hours respond in writing as to SELLER'S willingness to remedy those deficiencies ("SELLER'S
- 154 Response").
- 155

156
157 Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER,
158 then BUYER shall have seventy-two (72) hours from the date of SELLER'S Response or seventy-two (72) hours
159 from the date that SELLER'S Response was due, whichever is earlier, to: (a) accept SELLER'S Response to
160 BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this
161 Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER'S Response
162 by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the Agreement of Deposit
163 shall automatically, with no further action required by either party, ipso facto null and void except for return of Deposit
164 to the BUYER. FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND
165 DESIRED REMEDIES TO SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 141
166 THROUGH 155 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF
167 THE PROPERTY'S CURRENT CONDITION.

168 PRIVATE WATER/SEWERAGE: In the event there is a private water system or private sewerage system on

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SELLER'S Initials



206 E. Oakland St. St. Rose, LA 70097

Property address, street, city, state, zip

160 the Property, the SELLER shall provide, at SELLER's expense, approval of the private water or sewerage
170 system, in accordance with the appropriate governmental entity. An approved sewerage and/or water
171 inspection report will be issued within thirty (30) days prior to the Act of Sale by the appropriate
172 governmental agency. The approved inspection and test on the water and/or sewerage system are to be
173 furnished and paid for by the SELLER. Any private water system or private sewerage system repairs
174 necessary to obtain approved inspection certificate will be paid by SELLER.
175

176 HOME SERVICE WARRANTY: A home service/warranty plan  will  will not be purchased at the closing of
177 sale at a cost not to exceed \$ 175 to be paid by  BUYER  SELLER  neither and
178 ordered by DA. It is understood that Agent/Broker may receive compensation
179 from the home warranty company for actual services performed. The home service warranty plan does not
180 warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or
181 responsibilities. If neither BUYER nor SELLER accepts the home service warranty plan, they declare that they
182 have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents
183 harmless from any responsibility or liability due to their rejection of such a plan.

184 WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF RESCISION: (CHECK ONE ONLY)
185  A. SALE WITH WARRANTIES: SELLER and BUYER acknowledge that this sale shall be with full SELLER
186 warranties as to any claims or causes of action including but not limited to rescission pursuant to Louisiana Civil
187 Code Article 2820, et seq. and Article 2541, et seq.
188

189  B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that the
190 Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive,
191 relieve and release SELLER from any claims or causes of action for rescission pursuant to Louisiana Civil Code
192 Article 2820, et seq. and Article 2541, et seq. or for reduction of Sale Price pursuant to Louisiana Civil Code
193 Article 2541, et seq. Additionally, BUYER acknowledges that this sale is made without warranty of fitness for
194 ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER agree that this
195 clause shall be made a part of the Act of Sale.
196

197  C. NEW HOME WARRANTIES. Notwithstanding lines 185 through 188 and irrespective of whether A or B
198 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
199 the provisions of the New Home Warranty Act (LA R.S. §3141 et seq.) shall apply. The warranty of condition of
200 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
201 New Home Warranty Act.
202

203 MERCHANTABLE TITLE/CURATIVE WORK: SELLER shall deliver to BUYER a merchantable title as SELLER's
204 occurs (see lines 207 through 209). In the event curative work in connection with the title to the Property is required
205 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do
206 within the date for passing the Act of Sale to a date not more than 100 (100)
207 calendar days from the date of the Act of Sale stated herein. SELLER's title shall be merchantable and free of all
208 liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make the
209 merchantable shall be paid by SELLER. SELLER shall make good faith efforts to deliver merchantable title.
210 SELLER's inability to deliver merchantable title within the time stipulated herein shall render this Agreement null
211 and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual
212 costs incurred in processing of sale as well as legal fees incurred by BUYER.
213

214 FINAL WALK THROUGH: BUYER shall have the right to re-inspect the Property within the (5) days prior to the
215 Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better
216 condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. SELLER
217 agrees to provide utilities for the final walk through and immediate access to the Property.
218

219 DEFAULT OF AGREEMENT BY SELLER: In the event of any other default of this Agreement by SELLER except
220 as set forth in lines 110 through 122 or lines 209 through 212, BUYER shall at BUYER'S option have the right to
221 declare this Agreement null and void with no further demand, or to demand and recover one for any of the following:
222 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
223 equal to 10% of the Sale Price as stipulated damages.
224

225 Further, BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
226 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
227 liable for Broker fees.

BUYER'S Initials DS

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SELLER'S Initials JK



200 E. Oakland St. St. Rose, LA 70087

Property address, street, city, state, zip

228 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any minor default of this Agreement by BUYER except  
229 as set forth in lines 103 through 122, SELLER shall have at SELLER's option the right to declare this Agreement  
230 null and void with no further demand, or to demand and sue for any of the following:  
231 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount  
232 equal to 10% of the Sale Price as stipulated damages.

233  
234 Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce  
235 any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable  
236 for attorney fees.

237  
238 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that  
239 can affect real property is available at the EPA website <http://www.epa.gov/mold/index.html>. By initiating  
240 this page of the Agreement, BUYER acknowledges that the real estate agent has provided BUYER with the EPA  
241 website enabling BUYER to obtain information regarding common mold related hazards.

242  
243 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator  
244 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of  
245 the locations of individuals who are required to register pursuant to LA R.S. 15:254 et seq. The website for the  
246 database is <http://www.lsp.org/sexoffender.html>. Sheriff and police departments having jurisdiction of  
247 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0861 or 1-225-924-6100.  
248 Send written inquiries to Post Office Box 68814, Box A-6, Baton Rouge, Louisiana 70808.

249  
250 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of  
251 the State of Louisiana.

252  
253 **DEADLINES: TIME IS OF THE ESSENCE** and all deadlines are final, except where modifications, changes, or  
254 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this  
255 Agreement shall end at 12:00 midnight in Louisiana.

256 **ADDITIONAL TERMS AND CONDITIONS:**  
257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_  
262 \_\_\_\_\_  
263 \_\_\_\_\_  
264 \_\_\_\_\_  
265 \_\_\_\_\_

266 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as  
267 real estate brokers to bring the parties together and make no warranty to either party for performance or non-  
268 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.  
269 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property  
270 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and  
271 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and BUYER  
272 has or will independently investigate all conditions and characteristics of the Property which are important to  
273 BUYER. BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or  
274 re-inspect the Property. BUYER understands any representative desired by BUYER may perform this function. If  
275 the above Broker/Agent(s) provides advice or sources for such advice or assistance, Broker/Agent(s) does not  
276 warrant the services of such experts or their products and cannot warrant the condition of Property or interest to  
277 be acquired, or guarantee that all defects are disclosed by SELLER(s). Broker/Agent(s) do not investigate the  
278 status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated  
279 Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the  
280 Government's hundred year flood plain or is or would be classified as wetlands by the U.S. Army Corp. of  
281 Engineers, or as to the presence of wood destroying insects or damage therefrom. BUYER(s) are to satisfy  
282 themselves concerning these issues. Designated Agent shall act as independent contractor for Broker if the  
283 conditions set out forth in LA R.S. 37:1448(h) are met.

284  
285 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**  
286  Contingency for Sale of Buyer's Other Property Addendum  \_\_\_\_\_  
287  Condominium Addendum  \_\_\_\_\_  
288  FHA Amendatory Clause  \_\_\_\_\_  
289  New Construction Addendum  \_\_\_\_\_

BUYER'S initials KS  
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SELLER'S initials [Signature]  
[Signature]

MAY-16-2011 03:35P FROM:

9957836619

TO: 67 1935272

P.1/6

208 E. Oakland St. Sl. Rose, LA 70067

Property address, street, city, state, zip

290 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms or
291 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum
292 provisions control.

293
294 SINGULAR - PLURAL USE: Whenever the word BUYER or the word SELLER occurs in this Agreement or is
295 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may
296 be.

297
298 ACCEPTANCE: Acceptance of this Agreement must be in writing. Notice of this acceptance may be
299 communicated by facsimile transmission or electronic signature. The original of this document shall be delivered
300 to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto,
301 including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more
302 counterparts, all of which shall constitute one and the same Agreement.

303
304 CONTRACT: This is a legally binding contract when signed by both SELLER and BUYER. READ IT
305 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing
306 this contract or attempting to enforce any obligation or remedy provided herein.

307
308 ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other
309 agreements not incorporated herein in writing are void and of no force and effect.

310
311 EXPIRATION OF OFFER: This offer is binding and irrevocable until 5/27/2011 AMP/PM/MIDNIGHT/NOON.

312 This offer is binding and irrevocable until 5/27/2011 AMP/PM/MIDNIGHT/NOON.
313
314 X Buyer's Signature Date/Time
315 [Signature] 5/27/11
316 Full Buyer/Seller's Full Name (First, Middle, Last)
317 St. Charles Facib / V. St. Pierre Jr.
318 City, State, Zip
319 P.O. Box 302
320 Sl. Rose, LA 70057
321
322 Last 4-digits of BBN Telephone Number/Cell
323 Telephone Number/Home Telephone Number/Work
324
325 E-Mail Address
326
327 Day/Date/Time AMP/PM/MIDNIGHT/NOON

328 This offer was presented to the Buyer/Seller by
329
330
331

332 This offer is:  Accepted  Rejected (without penalty) Countered (See Attached Counter) by:
333
334 X Kristina Davie 5/27/11

335
336 [Signature] Date/Time
337 Full Buyer/Seller's Full Name (First, Middle, Last)
338 Kristina Davie
339 Street Address
340 Authorized Signer for Seller
341 City, State, Zip
342 Last 4-digits of BBN Telephone Number/Cell
343 Telephone Number/Home Telephone Number/Work
344
345 E-Mail Address
346
347 Day/Date/Time AMP/PM/MIDNIGHT/NOON

348 This counter offer was presented to the Buyer/Seller by:
349

SUBJECT TO SELLER'S COUNTER ADDENDUM

BUYER'S Initials [Signature]
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SELLER'S Initials [Signature]
[Stamp]



**Counter Addendum**

This Seller's Counter Addendum (the "Counter Addendum") counters the Buyer's Offer to Purchase/Sales Contract dated 05/17/2011 (the "Sales Contract"), regarding the property located at 206 E OAKLAND ST SAINT ROSE LA 70087 (the "Property"), between St. Charles Parish Government ("Buyer"), and the OWNER OF RECORD ("Seller").

If there is a conflict between the Sales Contract and this Counter Addendum the terms and conditions of this Counter Addendum shall prevail. The Sales Contract, this Counter Addendum and any other amendments or addenda thereto shall be referred to as the "Agreement".

The Agreement shall remain valid for two business days from the acceptance date: 05/17/2011. The Agreement must be executed within this time or shall expire unless otherwise agreed to in writing.

1. Sales Price: \$ 122,000.00
2. Closing Date: 06/30/2011
3. Seller to pay the following commission through escrow: \$ 6,100.00
4. Seller to pay closing costs not to exceed: \$ 0.00
5. Seller to pay non-allowable(s) costs not to exceed: \$ 0.00
6. Seller to pay repair costs not to exceed: \$ 0.00
7. If applicable, Buyer to have (30) days for inspection
8. If applicable, Seller's costs on a limited home warranty will not exceed: \$ 0.00
9. Cost of the termite report and/or treatment and/or other work paid by the Seller will not exceed: \$ 0.00
10. If applicable, Seller to pay standard certification(s) not to exceed: \$ 0.00
11. Other agreed upon expenses to be paid up to \$ 0.00 for None
12. Upon acceptance, Buyer to present \$ 2,500.00 payable to Seller's Closing Agent, to follow. This is a nonrefundable deposit, unless Buyer is unable to secure financing or if within above specified inspection period, Buyer cancels agreement in full due to findings of inspection. Said funds will be credited to Buyer at closing. Verification of adequate funds for down payment is required within 3 days of acceptance of this Counter Addendum.
13. All funds at closing must be presented via wire timing and delivery as specified by closing agent; official credit union or bank check, or certified funds, payable to Seller's closing agent (unendorsed) unless specified otherwise in writing by Seller. Seller's sale proceeds to be delivered via wire to a bank account identified in Seller's closing instructions within 48 hours after closing unless otherwise agreed in writing by Seller.
14. The settlement/closing shall be held in: (i) the offices of the Seller's attorney; (ii) in the office of the closing agents selected by the Seller's attorney; or (iii) any other location selected by the Seller.
15. Buyer and Seller to pay all of their customary closing costs: including but not limited to title search/abstract fee, mortgage title insurance premiums, lender closing costs, mortgage and recording taxes, transfer taxes, abstract updates, survey, inspections, recording fees, and buyer's attorney fees and costs, except as specifically identified in paragraph 3 & 4 herein.

Buyer acknowledges receipt of a copy of this page, which constitutes Page 1 of 3 Pages.

Buyer's Initials (S)(C)  
(Counter Addendum Revised 02-2010)

Initial



206 E OAKLAND ST

SAINT ROSE

LA 70087

**Counter Addendum**

16. A "TIME IS OF THE ESSENCE" clause is to be included, with a per diem of \$ 100.00 per day to be charged to the Buyer should the closing be delayed through no delay of the Seller (e.g., Buyer's election of a source of title insurance not approved by Seller prevents closing on the negotiated closing date). Seller reserves right to cancel this entire transaction, should the closing not occur on or before 06/30/2011.
17. Unless otherwise noted in this Counter Addendum, all days shall be calendar days.
18. If Buyer's obligations are subject to financing and if Buyer is borrowing funds from any source in order to complete this transaction then the following shall apply:
- Buyer must apply for financing, with a lender of their choosing, within 3 days of acceptance of this Counter Addendum and supply Seller with a written loan approval within 21 days of acceptance of this Counter Addendum or no later than the business day prior to closing, whichever is earlier.
  - Any new lender's appraisal of the Property must be completed within 19 days and any conditions that would prevent the Property from qualifying for Buyer's new loan, if any, must be disclosed to Seller within same period of time.
  - This Counter Addendum is NOT contingent on Buyer's obtaining of funds, other than amount(s) financed, that are necessary to complete this transaction.
19. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller. All taxes assessed for the current local tax fiscal year shall be prorated between Seller and Buyer in accordance with local tax year as of the day immediately prior to the closing date. If the tax rate for the taxes assessed in the current tax year has not been determined at the closing of the transaction, the rate shall be assumed to be the same as the prior year for the purpose of such pro-ration and credit for due but unpaid taxes, and this shall be a final settlement. Any errors in adjustments shall not survive closing. All tax pro-rations are final.
20. Homeowners/Property Owners and similar Association dues if applicable will be paid by Seller based on the Association payment schedule for any prior dues that are not divested through the action of the Seller taking title. No divested dues will be paid through this sale transaction by Seller. Current dues assessed for the Association payment schedule shall be pro-rated between Seller and Buyer as of the day immediately prior to the closing date. If the amount due for the current assessment has not been determined at the closing of the transaction, the rate shall be assumed to be the same as the prior period for the purpose of such pro-ration and credit for due but unpaid Association dues, and this shall be a final settlement. Any errors in adjustments shall not survive closing. All pro-rations are final.
21. In the event that a Certificate of Occupancy or other compliance is required by any municipality or governmental authority or lending institution as a condition for transfer of title or granting of a mortgage, the Buyer agrees to obtain same at the Buyer's sole expense.
22. Buyers may not enter into or upon premises without escort by Seller's broker. No repairs may be made unless approved in writing by Seller and accompanied by Seller's customary agreement allowing same. All repairs to be by insured and licensed trades-people, at Buyer's expense. Buyer shall hold Seller harmless for all repairs including mechanic's liens. In the event that closing shall not occur for any reason, Buyer forfeits the repairs and benefits of same. Seller reserves the right to disapprove any repairs or conditions required by the Buyer, lender, appraiser and/or any of Buyer's service providers.
23. Seller makes no representations as to the water or sewage service (e.g., availability, source, condition, etc.). Seller shall not be responsible for testing and/or providing any further water or sewage service information to Buyer.

Buyer acknowledges receipt of a copy of this page, which constitutes Page 2 of 3 Pages.

Buyer's Initials (A) ( )  
(Counter Addendum Revised 01-2010)

[Signature]





**Counter Addendum**

- 24. In the event, for any reason whatsoever, the Seller cannot convey insurable title as may be required by this contract, then the Buyer has the option to accept title "as is" without any reduction in purchase price or else terminate the contract and receive back all deposit monies paid them. In no event shall the Seller be liable for any damages, claims, remedies, sums of money, or other relief, other than to return the deposit monies to the Buyer.
- 25. At closing, Buyer shall receive one of the following deeds: a Bargain & Sale Deed (with covenants against Grantors Acts), Special Warranty Deed, Limited Warranty Deed, Special Corporate Deed, Quitclaim Deed and/or a Grant Deed. Seller shall make the determination of conveyance at the time of sale. Title shall be subject to all encumbrances, easements, covenants, conditions, restrictions, rights, and other matters which are of record or disclosed to Buyer prior to closing, unless disapproved in writing by Buyer prior to 7 days before closing date. In case where an item is disclosed to buyer within 7 days of closing, the Buyer then shall have 3 days from the date of disclosure to disapprove in writing. Buyer and Seller shall pay costs as are standard and customary to obtain a standard coverage policy. Title shall be insurable title not subject to any liens against the property, except for those specified in the Agreement (e.g. ALTA with regional exceptions).
- 26. Buyer acknowledges that they have executed sellers Existing Condition Acknowledgement (As Is, Where Is Provision), Addendum Regarding Property Inspections, Lead Compliance Addendum, and Mold Addendum
- 27. If applicable, the Agreement may be subject to state redemption laws.
- 28. After closing and funding, Buyer assumes all risk of loss related to damage to the Property. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Counter Addendum and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate this Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, Buyer's sole and exclusive remedy shall be either to acquire the Property in its then condition at the purchase price with no reduction thereof by reason of such loss or terminate this Agreement and receive a refund of any earnest money deposit.
- 29. Should Seller assign an attorney to represent their interests at closing, this contract in its entirety as well as any and all addendums are subject to the Seller's closing attorneys review for form and content.
- 30. Additional Items:

Disclosure:

Buyer: W.I.U. Date: 5/24/11

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: Kristina Dauz Date: 5/24/11

Sign Date



Kristina Dauz

Authorized Signer for Seller

Buyer acknowledges receipt of a copy of this page, which constitutes Page 3 of 3 Pages.

Buyer's Initials ( ) ( )  
(Counter Addendum Revised 01-2010)

Initial



**Disclosure and Release Regarding Mold Addenda**

Between HSBC Finance Corporation and HSBC Bank USA, N.A., (collectively "HSBC") hereby known as "Seller" and ST-CHARLES-SPRINGS hereby known as "Buyer(s)" related to property known as: 204 E OAKLAND ST SAINT ROSE LA 70067 "property".

Buyer is hereby advised that hazards such as but not limited to biohazards, microscopic organisms, mildew, spores, allergens and/or mold (collectively referred to in this agreement as "hazard(s)") may exist at the property. Many of these hazards are environmental conditions that are common in residential properties and may affect the property or may have caused damage to personal or real property at this location. Such hazards may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons and in some forms have been reported to be toxic.

Mold may have been removed or covered in the course of cleaning or repairing the property. Buyer acknowledges and agrees that if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the property or remediated contaminants, Seller does not in any way warrant the cleaning, repairs or remediation if any. Buyer also acknowledges and agrees to accept full responsibility/risk to inspection the property for the presence or absence of such hazards. Buyer accepts full responsibility/risk for and any matters that may result from said hazards. Buyer holds harmless, releases, and indemnifies Seller and Seller's managing agents from any liability/recourse/damages (financial or otherwise). Buyer is satisfied with the condition of the Property and has not in any way, relied upon any representations of the Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of noted hazards in or around the property.

Buyer hereby acknowledges this disclosure and release and is aware of the condition set forth therein.

This disclosure and release is executed voluntarily and with full knowledge of its significance.

HSBC or its managing agents are not qualified to inspect property for hazards or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put buyers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts.

This is a legal document and Buyers are advised to seek legal counsel prior to executing same.

Buyer ST-CHARLES-SPRINGS  
By: V.J. St. Pierre, Jr.  
Buyer  
Seller Kristina Dauz  
Kristina Dauz  
Authorized Signer for Seller

5/18/11  
Date

SIGN  
+DATE

5/24/11  
Date



**Existing Condition Acknowledgment**

**"AS-IS, WHERE IS" PROVISION**

Addendum to Purchase Contract dated 05/17/11 for the property located at 298 E OAKLAND ST SAINT ROSE LA 70087

BUYER is aware that SELLER acquired property by way of FORECLOSURE, and that SELLER is selling and BUYER is purchasing the property in its "EXISTING CONDITION" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.

Buyer acknowledges for Buyer and Buyer's successors, heirs, and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, AIR CONDITIONING, IF ANY, FOUNDATIONS, SOILS AND GEOLOGY, PRESENCE OF SOIL AND/OR WATER CONTAMINATION OF ANY KIND, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, LEAD CONTENT OF PAINT OR WALL COVERINGS, OR THAT APPLIANCES, IF ANY, PLUMBING AND/OR UTILITIES ARE IN WORKING ORDER, AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL STATUTES, CODES OR ORDINANCES.

Any report(s) that is(are) required by the Buyer's Lender or any lending institution as a condition of transfer of title or granting of a loan for this transaction and/or in the event that a Certificate of Occupancy or other compliance is required by any governmental or municipal authority or lender is(are) the responsibility of the Buyer to obtain and to be the sole expense of the Buyer.

Buyer shall neither make nor cause to be made: (i) invasive or destructive investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law. Buyer is not allowed to perform, order, or otherwise cause any repair(s) and/or work to be done on the property prior to closing without the express written consent of the Seller.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. BUYER(S) ASSUMES RESPONSIBILITY TO CHECK THE APPROPRIATE PLANNING AUTHORITY FOR INTENDED USE AND HOLDS SELLER AND BROKER HARMLESS AS TO THE SUITABILITY FOR BUYER(S) INTENDED USE.

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whatsoever, and in purchasing the subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto.

The CLOSING OF THIS TRANSACTION shall constitute an acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

*in file*



Wald 5/18/11  
BUYER St Charles Ransel DATE  
V. J. St. Pierre, Jr.  
BUYER Kristina Dauz DATE  
SELLER Kristina Dauz DATE

*Sign + Date*



Kristina Dauz  
- Authorized Signer for Seller

**LEAD WARNING CERTIFICATION and ACKNOWLEDGMENT**

**Seller's Disclosure** (initial a and b below):

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

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_  
\_\_\_\_\_

Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

\_\_\_\_\_  
\_\_\_\_\_

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment** (initial c, d and e below):

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family From Lead in Your Home.

(e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** (initial f below):

(f) Agent has informed the Seller of the Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4582(d)) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the above information and certify, to the best of their knowledge, that the information provided by each of them individually (but not as to the statements of any other party) is true and accurate.

Sign + Date

Buyer	<u>Deid</u>	Date	<u>5/18/11</u>	Seller	<u>Kristina Dauz</u>	Date	<u>5/24/11</u>
	<u>By: V. St-Pierre, Jr.</u>				Authorized Signer for Seller		

Buyer	<u>[Signature]</u>	Date	<u>5/17/2011</u>	Seller	<u>[Signature]</u>	Date	<u>5/17/2011</u>
Agent	<u>[Signature]</u>	Date	<u>5/17/2011</u>	Agent	<u>[Signature]</u>	Date	<u>5/17/2011</u>

**ADDENDUM REGARDING PROPERTY INSPECTION**

Re: HSBC Bank USA, N.A. or HSBC Mortgage Corporation (USA) or as Servicer  
Property at: 206 E OAKLAND ST SAINT ROSE LA 70087

Buyer may choose at buyer's option to conduct noninvasive only inspections to satisfy themselves as to the condition of the property. Buyer is under no obligation to conduct said inspections but having conducted or waived any or all inspections takes full responsibility for understanding the condition of the property as it noted in the "As is Where is Provision". Cost and time for inspections is at buyer expense and 7 days from the date of the agreement unless otherwise agreed to in counter/contract negotiations. The counter addendum will supersede this agreement as to cost and days for inspections if a conflict arises.

Buyer may obtain written inspection reports as follows:

(Parties Initial the applicable inspection)

MM Well Test Report - To be conducted by the Department of Health or other municipal authority, if available, or by a qualified laboratory if no municipal authority is available, to determine if the water is potable.

MM Septic Inspection Report - To be conducted by the Department of Health or other municipal authority, if available, or by a qualified engineer or contractor if there is no municipal authority to inspect the system, to determine if the system is in good working order.


MM Radon Report - To be conducted by a qualified firm experienced in the field of radon testing. If the test results reveal levels of radon gas equal to or less than four (4) picocuries per liter, the results shall be deemed acceptable to the buyers.

MM Home Inspection - To be conducted by a professional engineer or by a qualified home inspection company to determine if substantial repairs are required to the property beyond those repairs readily apparent to the buyer upon examining the property prior to execution of the contract. Buyer shall not make any objection to the physical condition of the property for defects, which were clearly visible to the buyer upon his examination of the property. If buyer raises objection to the condition of the property due to substantial latent defects as evidenced by the home inspection report, the buyer must provide a complete copy of the written report, and detail in writing the specific complaints.

MM Termite or Other Wood Boring Insect Report - To be conducted by a qualified exterminating service experienced in making these reports to determine if the property is infested with wood boring insects.

If the results of the applicable inspection(s) indicate that substantial repairs must be done to the property, the Seller shall have the opportunity to make repairs to eliminate the objection(s). If Seller elects not to repair, the Buyer may cancel this contract or proceed to a closing without any abatement of the purchase price. If the Buyer elects to cancel, the buyer's deposit money shall be returned and neither buyer nor seller shall have any claims against the other.

If no written objection to the applicable inspections are raised by the Buyer within seven (7) days of the execution of this contract, the contingency herein is deemed satisfied by the Buyer and the contract shall continue in full force and effect.

Seller: HSBC Bank USA, N.A. or HSBC Mortgage Corporation (USA) or as Servicer  
Dated: 5/24/11 Kristina Dauz Authorized Signer for Seller  
Buyers: MM  
Dated: 5/24/11  
St Charles Parish  
By: V. J. St. Pierre, Jr. S: St. Pierre 

### Chinese/Problem Drywall

The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract dated 05/17/2011 concerning the Property located at 206 E OAKLAND ST  
SAINT ROSE LA 70087

**Chinese/Problem Drywall:** Due to the shortage of building materials in the United States, some homes were built or renovated using problem drywall imported from or manufactured in China. Problem drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of circuit breakers, air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks.

1. **Seller's Knowledge:** Except as indicated below, Seller has no knowledge of the presence of Chinese/problem drywall or of any records or reports pertaining to Chinese/problem drywall affecting the Property: (describe all known Chinese/problem drywall information and list all available documents pertaining to Chinese/problem drywall and provide documents, if any, to Buyer before accepting Buyer's offer)

2. **Buyer Acknowledgment:** Buyer acknowledges that Seller is a lender which acquired the Property through foreclosure or other default-related means and that Seller possesses little, if any, information about the Property. Buyer acknowledges that the sale is on an "as is, where-is" basis and Buyer is being given/has been given the opportunity to conduct a risk assessment or inspection for the presence of Chinese/problem drywall or other issues in the Property.

3. **Chinese/Problem Drywall Inspection: (Check One)**

Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of Chinese/problem drywall and accepts the drywall in the Property in its existing condition.

Buyer, at Buyer's expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Chinese/problem drywall within 30 days from the Effective Date ("Drywall Inspection Period"). Buyer shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections. If the inspection or risk assessment reveals the presence of Chinese/problem drywall or reveals damage to the Property resulting from the problem drywall and the cost to remove/replace the problem drywall or damage resulting from the problem drywall exceeds \$ 500 (\$500 if left blank), Buyer may cancel the Contract by giving written notice to the Seller within 3 days from the end of the Drywall Inspection Period and receive a refund of the deposit. If Buyer fails to cancel timely or fails to conduct the inspections permitted in this paragraph, Buyer may not terminate this Contract pursuant to this Addendum.

3. **Professional Advice:** Buyer acknowledges Seller has not conducted any independent investigations to verify the accuracy or completeness of information about the presence or effect of Chinese/problem drywall at the Property. Buyer agrees to rely solely on professional inspectors, governmental agencies or any third parties retained by the Buyer regarding any issue related to Chinese/problem drywall.

5/24/11  
Date

Kristina Dauz  
Seller

5/18/11  
Date

[Signature]  
Buyer  
By: V. St. Pierre  
JK. date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signer for Seller  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer



**LEAD COMPLIANCE ADDENDUM  
to Purchase and Sale Contract for Residential Property  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

*Handwritten initials*

Seller: **HSBC Bank USA, N.A. or HSBC Mortgage Corporation (USA) or as Servicer**

Buyer: St. Charles Parish

Property: 208 E OAKLAND ST SAINT ROSE LA 70087

**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 buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD-BASED PAINT INSPECTION CONTINGENCY**

Buyer has the option of conducting a professional lead-based paint risk assessment or inspection of the property within ten calendar days after acceptance of the contract.

Buyer shall elect either option below by initialing Buyer's choice:

*Handwritten: This contract is contingent upon a professional risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense on or before the 10th calendar day after contract acceptance. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.)* If Buyer is not satisfied with the inspection and/or risk assessment report, within 10 days after the inspection, Buyer shall deliver to the Seller a written notice listing the specific deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Upon receipt of such notice, the Seller and Buyer shall have 10 days to enter into a written agreement addressing the Buyer's objections. If a written agreement is not reached within the time period stated, either Buyer or Seller may cancel this contract by written notice to the other and any deposit shall be returned to the Buyer. If the agreement requires the Seller to correct the condition(s), at the Seller's expense, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has(have) been remedied before the date of the closing. If this contingency is not satisfied within the time period stated, then either party may cancel this contract by written notice to the other, and any deposit shall be returned to the Buyer.

*Handwritten: Contingent*

*Handwritten: This contract is NOT contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.*

Buyer	<u>St. Charles Parish</u>	Date	<u>5/18/11</u>	Seller	<u>Kristina Dauz</u>	Date	<u>5/24/11</u>
Buyer	<u>By: V. J. St. Pierre</u>	Date		Seller	Authorized Signer for Seller	Date	