

FIDUCIARY ADDENDUM
(NON-INTERVENTION)

This addendum modifies the real estate purchase and sale agreement dated _____.

1. PURCHASER, _____
2. SELLER, Partners In Care, Managing Member - having been appointed by the King County

Superior Court in Cause No: 12-4-00290-5 SEA and acting herein in the following capacity:

Court appointed Guardian of _____

Managing member of the Vivolo Family LLC

_____ of the probate estate of _____.

3. Buyer acknowledges that Seller is a fiduciary and can make no representations or warranties whatsoever, express or implied, regarding the Property because Seller has insufficient information to make such representations or warranties. Buyer acknowledges that Seller's disclaimer of warranties and representations in this Addendum was bargained for and that the price which Buyer is paying for the Property reflects the lack of warranties and representations by Seller. Buyer further acknowledges that Buyer's determinations as to the condition or suitability of the property were based on Buyer's inspections or evaluation, upon which Seller makes no representation or warranty.

4. The Property, including all structures and improvements thereon, is sold "as is," without warranty or representation by Seller as to (a) the condition or habitability of the property, (b) the presence or absence of any hazardous or toxic substances on the Property, (c) whether or not the Property complies with applicable governmental laws and regulations, including those pertaining to short platting, (d) the location of the Property boundaries and the presence or absence of encroachments upon the Property or from the Property upon adjoining property, (e) whether the Property is served by a public water main, public sewer main, or other utilities, (f) condition of well, if any, or septic system, if any, and their compliance with applicable governmental requirements, (g) lot size or square footage of the Property, (h) zoning of the Property, (i) the suitability of the Property for any general or particular use contemplated by Buyer, and (j) as to any other matter relating to the Property.

5. All plumbing, heating, electrical systems and included appliances (if any) are sold in an "as is" condition at the time of closing. Seller is not obligated to repair or replace plumbing, heating, electrical systems or included appliances which are presently defective, or become defective prior to closing.

6. Buyer acknowledges that Buyer may have the right to receive a Real Property Transfer Disclosure Statement ("Disclosure Statement") concerning the Property pursuant to RCW Chapter 64.06 and that until reviewing such a disclosure statement Buyer may have the right to revoke Buyer's offer. **BUYER EXPRESSLY WAIVES THE RIGHT TO RECEIVE A COMPLETED DISCLOSURE STATEMENT. BUYER EXPRESSLY WAIVES BUYER'S RIGHT TO REVOKE BUYER'S OFFER PURSUANT TO RCW 64.06**

7. Any personal property, debris, fixtures or other items remaining on the property when possession is transferred to purchaser shall thereupon become the property of purchaser, and may be retained or disposed of as purchaser determines.

8. In the event seller agrees to pay for work orders required by lender, such work shall be deemed satisfactory if approved by lender. Buyer will make no claim against seller relating to the quality, condition of adequacy of work orders performed by seller.

9. Title shall be conveyed by a Special Warranty (Bargain and Sale) Deed. A copy of the form of the deed to be used at closing is attached hereto and incorporated herein by reference.

10. Title insurance will be ordered through Chicago Title.

11. If checked, Seller's acceptance is conditioned upon Seller's attorney's review and approval of this agreement. Changes recommended by Seller's attorney are subject to agreement between Buyer and Seller; otherwise this contract shall terminate, and the earnest money will be returned to Buyer.

12. Escrow will be provided through CW Title – Ivy Bruskill / Dawn Schafer – 206-781-1002

13. The final sale for this property is subject to the blessing of the Superior Court of King County.

_____/_____/_____
Buyer Date Buyer Date

Melissa Schafer, Senior Manager 3/12
Date

