



This Addendum is attached to and made a part of the New Jersey Realtors® Standard Form of Real Estate Sales Contract, Form 118 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

(A) Documents.

If the Property is a condominium or is subject to a homeowners' association, Seller shall make available to Buyer upon request, prior to or at the time of the signing of this Contract, a copy of the current rules, regulations, Master Deed, financial statements and by-laws of the condominium and/or homeowners' association. The name(s), address(es) and telephone number(s) of the association(s) is/are:

(B) Approval.

Seller, if required, shall provide Buyer with written approval by the condominium or homeowners' association for Buyer's purchase of the Property. Prior to Closing, Seller shall provide a "Status of Account" letter and Certificate of Insurance for the association.

(C) Fees.

Seller represents that the current monthly association fee is \$ _____. Buyer acknowledges that associations commonly require a one-time non-refundable capital contribution or start-up fee, which shall be the responsibility of Buyer to pay.

(D) Assessments.

Seller represents that the association has imposed or may be imposing an assessment payable after Closing by Buyer in the amount of \$ _____ for the following purpose: _____

which assessment includes but is not limited to any lawsuit or major capital improvement project of which Seller is aware.

(E) Inspections.

Within seven (7) business days of Seller's receipt of a report by Buyer's qualified inspector within the Inspection Time Period that identifies a physical defect or environmental condition that affects the Property itself which is, or is caused by, a physical defect or environmental condition of a common element or limited common element maintained by the condominium and/or homeowners' association, Seller may notify Buyer that Seller will cause such defect or condition to be cured or corrected or that Seller does not have the legal right to cure or correct such defect or condition, in which case Seller has notified the association and/or management company of the need to repair the defect or condition and the association and/or management company has agreed to correct the defect or condition prior to or after closing.

If Seller provides such notice to Buyer, then Seller's obligation regarding the defect or condition will be deemed satisfied and Seller will have no liability to Buyer for the defect or condition. If Seller fails to provide such notice to Buyer, Buyer will have the right to void this Contract by notifying Seller in writing within seven (7) business days thereafter.



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If Buyer fails to void this Contract within the seven (7) business day period, Buyer will have waived Buyer's right to void this Contract and Seller will be under no obligation to correct or cure such defect or condition.

WITNESS:

	BUYER	Date
	BUYER	Date
	BUYER	Date
	BUYER	Date
	SELLER	Date
	SELLER	Date
	SELLER	Date
	SELLER	Date





NEW JERSEY REALTORS®
ADDENDUM REGARDING FHA/VA LOANS

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This Addendum is attached to and made a part of the New Jersey Realtors® Standard Form of Real Estate Sales Contract, Form 118 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

If Buyer is applying for a VA guaranteed mortgage loan or an FHA insured mortgage loan, then the FHA/VA form of Amendatory Clause and Certifications is attached, except that, if Buyer's lender requires a different form, then Buyer and Seller agree to execute and deliver that form.

WITNESS:

_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date





NEW JERSEY REALTORS®
ADDENDUM REGARDING SWIMMING POOLS

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This Addendum is attached to and made a part of the New Jersey REALTORS® Standard Form of Real Estate Sales Contract, Form 118 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

(A) Buyer and Seller agree that the sale of the Property includes ☐ an in-ground swimming pool, ☐ an above-ground swimming pool, and/or ☐ a spa, and associated heating and/or filtration system(s). Any accessories to the above that are included in the sale are as follows:

Together with all such accessories, the swimming pool(s) and/or spa(s) and filtration system(s) included in this sale shall be referred to collectively as the "Pool."

(B) Buyer and Seller also agree that the sale of the Property shall be subject to an inspection of the Pool in accordance with the provisions of Section 16 of the Contract by a qualified inspector. Seller makes no representation or warranty as to the condition of the Pool. Buyer agrees to accept the Pool in an as-is condition, meaning the same condition as it is in at the time of the signing of this Contract, except for reasonable wear and tear. Seller shall transfer any and all warranties in and to the Pool to Buyer at Closing. Seller shall provide Buyer with copies of any and all manuals and service and/or repair logs and receipts in Seller's possession regarding the Pool. If Seller constructed or repaired the Pool, or installed or repaired any appurtenance thereto, which necessitated obtaining a permit for such work, Seller shall provide Buyer with a copy of the permit(s) and proof that the permit(s) have been closed.

WITNESS:

_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
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_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date





NEW JERSEY REALTORS®
ADDENDUM REGARDING SELLER CONCESSION

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This Addendum is attached to and made a part of the New Jersey Realtors® Standard Form of Real Estate Sales Contract, Form 118 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

Seller shall provide Buyer with a closing concession in the amount of \$ _____ (the "Seller's Concession"). Seller's Concession is to provide Buyer with a credit against legal and legitimate costs and expenses related to the sale, including closing costs, escrows, and pre-paid items that would otherwise be absorbed by Buyer and are related to the transaction pursuant to the Advisory Committee on Professional Ethics Opinion 710 and the Clarification dated December 22, 2006. If Buyer's actual closing costs and expenses related to this transaction do not amount to Seller's Concession, then Seller agrees to reduce the purchase price of the Property in an amount equal to the difference between the Seller's Concession and Buyer's actual closing costs and expenses as appears on the Closing Disclosure.

WITNESS:

_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date





ADDENDUM

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT ABOUT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS LEASES

I. LEAD PAINT WARNING

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

II. PROPERTY ADDRESS: _____

III. LESSOR'S DISCLOSURE (initial) (To be completed and signed at time of listing)

(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):

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

(b) Records and Reports available to the lessor (check one below):

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

☐ Lessor has the following reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing, all of which lessor has provided to its listing agent, and has directed its listing agent to provide lessee or lessee's agent with these records and reports prior to lessor accepting any offer to lease (list documents below):

(c) If there is any change in the above information prior to lessor accepting an agreement from the lessee to lease, lessor will disclose all changes to the lessee prior to accepting the lease.

IV. LESSOR'S CERTIFICATION OF ACCURACY

Lessor(s) have reviewed the Lessor's Disclosure in Section III and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Lessor _____ Date _____

Lessor _____ Date _____

Lessor _____ Date _____

Lessor _____ Date _____

V. LISTING AGENT'S CERTIFICATION OF ACCURACY

Listing Agent certifies that he/she has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Listing Agent _____ Date _____

VI. LESSEE'S ACKNOWLEDGMENT (initial) (The Lessor's Disclosure in Section III and Certification in Section IV and the Listing Agent's Certification in Section V to be completed and signed prior to lessee signing this Addendum.)

(a) Lessee has received copies of all information listed in Section III above.

(b) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

** Seller MUST
SIGN & COMPLETE BEFORE
Buyer SIGNS!*



56 **VII. LESSEE'S CERTIFICATION OF ACCURACY**

57 Lessee(s) have reviewed the Lessee's Acknowledgment in Section VI and certify, to the best of his/her/their knowledge, that the
58 information they have provided is true and accurate.

59
60 Lessee _____ Date

Lessee _____ Date

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62 Lessee _____ Date

Lessee _____ Date

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64 **VIII. LEASING/LESSEE'S AGENT'S CERTIFICATION OF ACCURACY**

65 Leasing/Lessee's Agent certifies that the lessee has received the information in section VI (a) and (b).

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67 Leasing/Lessee's Agent _____ Date
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FHA/VA Amendatory Clause and Certifications

Date: _____

Purchaser(s) Name(s): _____

Property Address: _____

IT IS EXPRESSLY AGREED THAT, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, THE PURCHASER SHALL NOT BE OBLIGATED TO COMPLETE THE PURCHASE OF THE PROPERTY DESCRIBED HEREIN OR TO INCUR ANY PENALTY BY FORFEITURE OF EARNEST MONEY DEPOSITS OR OTHERWISE UNLESS THE PURCHASER HAS BEEN GIVEN IN ACCORDANCE WITH HUD/FHA OR VA REQUIREMENTS A WRITTEN STATEMENT ISSUED BY THE FEDERAL HOUSING COMMISSIONER, DEPARTMENT OF VETERANS AFFAIRS, OR A DIRECT ENDORSEMENT LENDER, SETTING FORTH THE APPRAISED VALUE OF THE PROPERTY OF NOT LESS THAN \$ SALE PRICE.

THE PURCHASER SHALL HAVE THE PRIVILEGE AND OPTION OF PROCEEDING WITH CONSUMMATION OF THE CONTRACT WITHOUT REGARD TO THE AMOUNT OF THE APPRAISED VALUATION. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WILL INSURE. HUD DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE.

Certification of Borrower, Seller, Agent:

We, the undersigned seller(s), borrowers(s) and real estate agent(s)/broker(s) involved in this loan transaction do certify that the terms of the sales contract are true to the best of our knowledge and belief. All agreements entered into by any of the following parties are fully disclosed and attached to the sales contract.

_____ Purchaser	_____ Date	_____ Seller	_____ Date
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_____ Purchaser	_____ Date	_____ Seller	_____ Date
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_____ Real Estate Agent/Broker	_____ Date	_____ Real Estate Agent/Broker	_____ Date
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Warning: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010. This form is required by HUD Handbook 4155.1 Rev-4 paragraph 1-22 for Sales Agreements intended to be financed by an FHA-Insured Mortgage and by VA Lender's Handbook Section 36.4303(j) for Sales Agreements intended to be financed by a VA-guaranteed Mortgage.

October 2013



NEW JERSEY REALTORS®
ADDENDUM REGARDING PRIVATE SEWAGE DISPOSAL
(OTHER THAN CESSPOOL)

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This Addendum is attached to and made a part of either the New Jersey Realtors® Standard Form of Real Estate Sales Contract, Form 118 or the New Jersey Realtors® Standard Form of Real Estate Sales Contract for Vacant One-Family Lots, Form 141 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

(A) Seller represents to Buyer that the Property is serviced by a private subsurface sewage disposal system (the "Septic System"), other than a Cesspool.

(B) ☐ Buyer waives the right to investigate and/or test the Septic System.

(C) ☐ Buyer is exercising the right, at Buyer's sole expense, to inspect and test the Septic System (the "Tests"). All Tests shall be conducted by reputable firms and individuals that possess the required training, experience, certifications, licenses, insurance and other qualifications to conduct the Tests in a safe and competent manner. All Tests shall also be conducted in compliance with all applicable laws and regulations. Buyer, at Buyer's sole expense, shall promptly repair any damages to the Property or the Septic System caused by Buyer or Buyer's consultants, inspectors or other individuals dealing with the Septic System on Buyer's behalf and promptly restore the Property and Septic System to their condition existing prior to the Tests. Buyer's obligations in this Section (C) shall survive the Closing or cancellation of this Contract.

1. The Tests shall be conducted and a report delivered by Buyer to Seller within ____ (if left blank, then 10) calendar days after the attorney-review period is completed, or, if this Contract is timely disapproved by an attorney, as provided in the Attorney-Review Clause Section of this Contract, then within ____ (if left blank, then 10) calendar days after the parties agree to terms of this Contract, and Buyer shall use best efforts to obtain it. At the time the report is delivered to Seller, Buyer shall notify Seller in writing whether Buyer is satisfied with the Tests. If Buyer is satisfied with the Tests, the parties shall proceed with this Contract.

2. If Buyer is not satisfied with the Tests, then Buyer may elect, in a written notice to Seller delivered with the report, to either (a) request a credit against the Purchase Price from Seller for the amount that the firm or individual retained by Buyer estimates it will cost to correct any problems relating to the Septic System identified in the report, (b) request that Seller correct the problems identified in the report at Seller's cost prior to the Closing (the "Septic System Work"), or (c) cancel this Contract. If this Contract is cancelled pursuant to this paragraph (C) 2, then all deposit monies will be returned to Buyer, provided Buyer has complied with Buyer's obligations to repair and restore the Property set forth in this Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation. If Buyer is given a credit against the Purchase Price, Buyer shall be responsible for correcting the problems identified in Buyer's report and any problems encountered during the performance of the Septic System Work and obtaining any and all applicable permits.

3. If Buyer makes a request to Seller pursuant to paragraph (C) 2 (b), Seller may elect, in a written notice to Buyer, to either (a) cancel this Contract or (b) attempt to negotiate an amendment of this Contract mutually acceptable to the parties to undertake the Septic System Work. If the parties do not fully execute a mutually acceptable amendment to the Contract within ____ (if left blank, then 10) calendar days of Buyer's request that Seller conduct the Septic System Work or provide Buyer a credit, then either party may cancel this Contract. If either party cancels this Contract pursuant to this paragraph, then all deposit monies will be returned to Buyer, provided Buyer has complied with Buyer's obligations to repair and restore the Property set forth in Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation.

4. If Seller agrees to be responsible for correcting the problems identified in Buyer's report or any problems encountered during the performance of the Septic System Work and (a) the problems are not corrected and any and all applicable permits issued within ____ (if left blank, then 10) calendar days from Seller's agreement to perform the Septic System Work, (b) Seller incurs more than \$ ____ to complete the Septic System Work, or (c) Buyer disputes the adequacy or sufficiency of the Septic System Work, then either party shall have the right to cancel this Contract by written notice to the other. If either party cancels this Contract pursuant to this paragraph, then all deposit monies will be returned to Buyer, provided Buyer has complied with its obligations to repair and restore the Property as set forth in this Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation.

5. If Buyer proceeds with this Contract and purchases the Property, Buyer shall purchase the Septic System in its "as is" conditions, and Buyer shall waive any and all rights or claims with respect to Seller concerning the condition of the Septic System and compliance of the Septic System with any and all applicable laws.

WITNESS:

BUYER

Date

BUYER

Date

BUYER

Date

BUYER

Date

SELLER

Date

SELLER

Date

SELLER

Date

SELLER

Date



NEW JERSEY REALTORS®
ADDENDUM REGARDING PRIVATE WELL TESTING

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This Addendum is attached to and made a part of either the New Jersey Realtors® Standard Form of Real Estate Sales Contract, Form 118 or the New Jersey Realtors® Standard Form of Real Estate Sales Contract for Vacant One-Family Lots, Form 141 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

This Addendum is applicable if the Property's potable water supply is provided by a private well located on the Property (or the potable water supply is a well that has less than 15 service connections or does not regularly serve an average of at least 25 individuals daily at least 60 days a year).

Pursuant to the Private Well Testing Act, N.J.S.A. 58:12A-26 to 37, and regulations, N.J.A.C. 7:9E - 2.1 to 5.1, if this Contract is for the sale of real property whose potable water supply is provided from a private well and the analytical results of prior water tests no longer are valid, a test on the water supply must be performed by a laboratory certified by NJDEP. Seller shall order the new test or, if applicable, provide Buyer with the valid prior water test within seven (7) business days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within seven (7) business days after the parties agree to the terms of this Contract. Seller agrees to procure the test, at Seller's sole cost and expense, and to provide a copy of the test results to Buyer within seven (7) business days after receiving the report(s). The test shall cover the parameters set forth in the Act and regulations. As required in the Act, prior to the Closing, Seller and Buyer shall each certify in writing that they have received and read a copy of the water test results.

If any of the water tests do not meet applicable standards at the time Seller provides the water test results to Buyer, Seller shall notify Buyer, in writing, that Seller agrees to cure or correct said conditions in the water test results. If Seller fails to notify Buyer of Seller's agreement to cure or correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct. If Seller shall fail to agree to cure or correct any of the conditions set forth in the water test results within seven (7) business days or if the condition is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force, and Seller shall be under no obligation to correct or cure any of the conditions set forth in the water test results. If Seller agrees to correct or cure such conditions, all such remediation shall be completed by Seller prior to the Closing.

WITNESS:

_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date
_____	SELLER	_____	Date



NEW JERSEY REALTORS® **ADDENDUM REGARDING SOLAR PANEL SYSTEMS**

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This Addendum is attached to and made a part of the New Jersey REALTORS® Standard Form of Real Estate Sales Contract, Form 118 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

(A) The following definitions shall apply in this Addendum:

1. "PPA" shall mean a Power Purchase Agreement, or other financing arrangement, between the Seller and a Solar Panel System provider which obligates the Seller to make periodic payments to the Solar Panel System provider in order to acquire ownership of the Solar Panel System.
2. "Solar Panel" shall mean a panel designed to absorb the sunlight as a source of energy for generating electricity or heating.
3. "Solar Panel System" shall mean the Solar Panels, any and all inverters, net meter, wiring, roof supports and any other equipment necessary to operate the Solar Panels now installed at the Property.
4. "SREC", or solar renewable energy certificate, shall mean a certificate issued by the New Jersey Board of Public Utilities or its designee, which represents one megawatt-hour (MWh) of solar energy that is generated by a facility connected to the electric distribution system in New Jersey, and has value based upon, and driven by, the energy market, and as further described in *N.J.A.C. 14:8-2.1, et seq.*
5. "TREC", or transition renewable energy certificate, shall mean a certificate issued pursuant to the TREC Program by the New Jersey Board of Public Utilities or its designee, which represents one megawatt-hour (MWh) of solar energy that is generated by a facility that is connected to the electric distribution system in New Jersey, and has a value established by New Jersey Board of Public Utilities as set forth in *N.J.A.C. 14:8-10.5.*
6. "TREC Program" shall mean the economic incentive program established by the New Jersey Board of Public Utilities intended to replace the SREC program that terminated for new applicants on April 30, 2020. The TREC Program is described in *N.J.A.C. 14:8-10.1, et. seq.*
7. "SREC II", or solar renewable energy certificate II, shall mean a certificate issued by the New Jersey Board of Public Utilities or its designee pursuant to the Successor Program, for each megawatt-hour (MWh) of solar energy that is generated by a facility that is connected to the electric distribution system in New Jersey. The SREC II value is determined administratively by the New Jersey Board of Public Utilities pursuant to the Successor Program.
8. "Successor Program" shall mean the economic incentive program established by the New Jersey Board of Public Utilities intended to replace the TREC Program that terminated for new applicants on August 27, 2021. The Successor Program is described in the New Jersey Board of Public Utilities Order dated July 28, 2021, Docket No. QO20020184.

(B) Seller represents to Buyer that the Property is serviced by a Solar Panel System (as hereinafter defined) that was installed on _____. Seller further represents that: SRECs ☐ are available, or ☐ are not available, TRECs ☐ are available, or ☐ are not available, and SREC IIs ☐ are available, or ☐ are not available. To the extent either SRECs, TRECs, or SREC IIs are available, eligibility for receiving such RECs will expire on _____. Seller and Buyer recognize, acknowledge and agree that Brokers are not qualified to provide advice on solar panel systems, including but not limited to cost, insurability, operation, SREC/TREC/SREC II eligibility, value or transferability. Seller and Buyer are instructed to consult with independent legal counsel and other qualified licensed professionals to assist with regard to such issues.

(C) ☐ Seller represents that Seller owns the Solar Panel System and:

1. ☐ The Solar Panel System is included in the sale and will remain on the Property, subject to the provisions of Subsection G below.
2. ☐ The Solar Panel System is not included in the sale and will be removed by Seller at Seller's sole cost and expense prior to Closing, subject to the provisions of Subsection H below.

(D) ☐ Seller represents that (i) the Solar Panel System is the subject of a PPA, (ii) the current periodic payments under the PPA are \$_____ per ☐ month or ☐ quarter, and (iii) the PPA ends on _____ ("PPA End Date"). ☐ If checked, Seller further represents that there is a balloon payment that will become due on or before the PPA End Date in the amount of \$_____. The parties agree that (choose one):

1. ☐ At Closing, Buyer shall assume the Seller's obligations under the PPA including any and all periodic payments not due and payable as of the Closing. Seller represents that Seller is not in default of the PPA and has complied with all of Seller's obligations thereunder. Buyer agrees to apply for approval from the Solar Panel System provider for Buyer to assume all of the Seller's obligations under the PPA and to release Seller from any and all obligations under the PPA. Buyer understands and acknowledges that the Solar Panel System provider may check Buyer's credit and may require that Buyer have a credit score commensurate with what the Solar Panel System provider deems acceptable. If Buyer is granted permission to assume the PPA, then (i) at Closing, Seller will assign to Buyer, and Buyer will assume, all of Seller's rights and obligations under the PPA, (ii) Buyer will be solely responsible for all payments due under the PPA from and after Closing, and (iii) Seller will be solely responsible for all payments due prior to Closing. Any payments due under the PPA for the month in which the Closing takes place shall be adjusted at Closing. If (i) Buyer is denied permission to assume the PPA from the Solar Panel System provider, or (ii) the Solar Panel System provider does not agree to release Seller, or (iii) the Contract is contingent upon Buyer obtaining a mortgage and Buyer's mortgage lender



does not consent to Buyer's assumption of the PPA, or (iv) Buyer rejects the terms of the PPA or other documentation provided by Seller in accordance with Paragraph F below within five (5) days of Buyer's receipt of such documents, then Seller or Buyer may terminate this Contract, unless Seller and Buyer agree to proceed under either subsection 2 or 3 below. This provision shall survive the Closing.

2. ☐ Seller agrees to (i) pay off or otherwise obtain cancellation of the PPA as of the Closing, and (ii) to include the Solar Panel System in the sale of the Property, subject to the provisions of Subsection G below.
3. ☐ Seller agrees to (i) pay off or otherwise obtain cancellation of the PPA as of the Closing, and (ii) remove the Solar Panel System from the Property at Seller's sole cost and expense prior to Closing, subject to the provisions of Subsection H below.

(E) ☐ Seller represents that (i) the Solar Panel System is the subject of a lease agreement, (ii) the current periodic lease payments are \$ _____ per ☐ month or ☐ quarter, and (iii) the lease ends on _____. The Parties agree that (choose one):

1. ☐ At Closing, Buyer shall assume all of Seller's rights and obligations under the lease, including any and all lease payments not due and payable as of the Closing. Seller represents that Seller is not in default of the lease and has complied with all of Seller's obligations under the lease. Buyer agrees to apply for approval from the lessor to assume the lease. Buyer will apply at Buyer's expense to lessor and furnish lessor with any and all information requested, for permission to assume the lease and to release Seller from any and all obligations under the lease. Buyer understands and acknowledges that lessor may check Buyer's credit and may require that Buyer have a credit score commensurate with what the lessor deems acceptable. If Buyer is granted permission by lessor to assume the lease, then (i) at Closing, Seller will assign to Buyer, and Buyer will assume, all of Seller's rights and obligations under the lease, including any rights or obligations with respect to SRECs under the Lease, (ii) Buyer will be solely responsible for all payments due under the lease from and after Closing, and (iii) Seller will be solely responsible for all payments due prior to Closing. Any payments due under the lease for the month in which the Closing takes place shall be adjusted at Closing. If (i) Buyer is denied permission from the lessor to assume the lease, or (ii) the lessor does not agree to release Seller, or (iii) the Contract is contingent upon Buyer obtaining a mortgage and Buyer's mortgage lender does not consent to Buyer's assumption of the lease, or (iv) Buyer rejects the terms of the lease or other documentation provided by Seller in accordance with Paragraph F below within five (5) days of Buyer's receipt of such documents, then Seller or Buyer may terminate this Contract, unless Seller and Buyer agree to proceed under subsection 2 below. This provision shall survive the Closing.
2. ☐ Seller shall (i) obtain an early termination of the lease prior to Closing at Seller's sole cost and expense, and (ii) remove the Solar Panel System at Seller's sole cost and expense prior to Closing, subject to the provisions of Subsection H below.

(F) Within five (5) days of the execution of the Contract, Seller agrees to provide Buyer with any and all documents relating to the Solar Panel System in Seller's possession or control including, but not limited to, any PPA or lease. Buyer shall have the right to review such documents.

(G) If the Solar Panel System is included in the sale and will remain on the Property pursuant to this Addendum, then the following provisions shall apply:

1. Unless Buyer assumes payment of any lien or encumbrance on the Property that relates to the Solar Panel System, Seller shall cause any such lien or encumbrance to be satisfied and discharged of record at Seller's sole cost and expense at or before Closing. At Closing, Seller may use a portion of the Purchase Price for this purpose.
2. Seller shall transfer to Buyer all of Seller's right, title and interest in and to the Solar Panel System at Closing, including but not limited to all SRECs that accrue from and after the Closing whether or not the electricity from the Solar Panel System is generated before or after Closing. Seller may sell any SRECs that have accrued in full prior to Closing. If Seller has not sold any SRECs to which Seller is entitled as of the Closing, however, then all such SRECs shall be the sole property of Buyer following Closing.
3. Seller shall transfer any and all warranties in and to the Solar Panel System to Buyer at Closing.
4. Seller shall provide Buyer with copies of any and all manuals in Seller's possession regarding the Solar Panel System.
5. Buyer shall be permitted to have the Solar Panel System inspected in accordance with the provisions contained in Paragraph 16 of the Contract.

(H) If the Solar Panel System is not included in the sale and is to be removed by Seller prior to Closing at Seller's sole cost and expense pursuant to this Addendum, then Seller shall repair any damage to the Property caused by the Solar Panel System and/or the removal of the Solar Panel System. Prior to Closing, Buyer shall have the right to inspect the Property after the Solar Panel System is removed.

(signature page to follow)

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WITNESS:

	BUYER	Date
	BUYER	Date
	BUYER	Date
	BUYER	Date
	SELLER	Date
	SELLER	Date
	SELLER	Date
	SELLER	Date



ADDENDUM REGARDING UNDERGROUND FUEL TANK(S)

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This Addendum is attached to and made a part of either the New Jersey Realtors® Standard Form of Real Estate Sales Contract, Form 118 or the New Jersey Realtors® Standard Form of Real Estate Sales Contract for Vacant One-Family Lots, Form 141 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

(A) Seller has not investigated and makes no representations or warranties concerning the existence, condition, environmental impacts or legal compliance relating to any prior or existing underground fuel tanks (the "Tanks") on the Property, except as follows:

To Seller's knowledge

- (1) ☐ there are no Tanks,
(2) ☐ there is/are Tank(s) that are presently in use,
(3) ☐ there was/were Tank(s) that were removed ☐ by Seller / ☐ by a prior property owner,
(4) ☐ there was/were Tank(s) that were abandoned in place,
(5) ☐ Seller has provided Buyer with documents in Seller's possession concerning removal of the Tank(s)/abandonment of the Tank(s),
(6) ☐ Seller does not have any documents concerning the removal or abandonment of the Tanks.

(B) ☐ Buyer has waived the right to investigate and/or test the Property for Tanks, environmental conditions at the Property in connection with any existing or prior Tanks and any existing Tanks and related piping and systems for leakage or other problems.

(C) ☐ Buyer is exercising the right, at Buyer's sole expense, to investigate the Property for the presence of Tank(s), inspect and test any Tank(s) and piping and systems presently or formerly in use at the Property for leakage and/or test the soil or groundwater (using temporary well points) at the Property (the "Tests"). All Tests shall be conducted by reputable firms and individuals that possess the required training, experience, certifications, licenses, insurance and other qualifications to conduct the Tests in a safe and competent manner. All Tests also shall be conducted in compliance with all applicable laws and regulations, including the New Jersey Underground Storage Tank (UST) regulations (N.J.A.C. 7:14B, Subchapter 16). Buyer, at its sole expense, shall promptly repair any damages to the Property or Tanks caused by Buyer or its consultants and promptly restore the Property and Tanks to their condition existing prior to the Tests. Buyer shall be solely responsible for any damages or injuries that arise out of the performance of the Tests or presence on the Property of the persons or firms conducting the Tests. Buyer's obligations in this Section (C) shall survive the Closing or cancellation of this Contract.

1. The Tests shall be conducted and a report delivered by Buyer to Seller within _____ (if blank, then ten 10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within _____ (if left blank, then 10) calendar days after the parties agree to terms of this Contract, and Buyer shall use best efforts to obtain it. At the time the report is delivered to Seller, Buyer shall notify the Seller in writing whether Buyer is satisfied with the Tests. If Buyer is satisfied with the Tests the parties shall proceed with the Contract.

2. If Buyer is not satisfied with the Tests, then Buyer may elect, in a written notice to Seller delivered with the report, to either (a) request a credit against the Purchase Price from Seller for the amount that the firm or individual retained by Buyer estimates it will cost to correct any problems relating to the Tank(s) identified in the report, (b) request that Seller correct the problems identified in the report at Seller's cost prior to the Closing (the "Tank Work"), or (c) cancel this Contract. If this Contract is cancelled pursuant to this paragraph (C) 2, then all deposit monies will be returned to Buyer, provided Buyer has complied with Buyer's obligations to repair and restore the Property set forth in this Section (C) above and after, the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation. If Buyer is given a credit against the Purchase Price, Buyer shall be responsible for correcting the problems identified in Buyer's report and any problems encountered during the Tank Work, as well as obtaining a No Further Action letter or other acceptable Final Remediation Document from the New Jersey Department of Environmental Protection (the "NJDEP") after the Closing.

3. If Buyer makes a request to Seller pursuant to paragraph (C) 2 (b), Seller may elect, in a written notice to Buyer, to either (a) cancel this Contract or (b) attempt to negotiate an amendment of this Contract mutually acceptable to the parties to undertake the Tank Work. If the parties do not fully execute a mutually acceptable amendment to this Contract within _____ (if left blank, then 10) calendar days of Buyer's request that Seller conduct the Tank Work or provide Buyer a credit, then either party may cancel this Contract. If either party cancels this Contract pursuant to this paragraph (C) 3, then all deposit monies will be returned to Buyer, provided Buyer has complied with Buyer's obligations to repair and restore the Property set forth in this Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation.

4. If Seller agrees to be responsible for correcting the problems identified in Buyer's report or any problems encountered during the Tank Work and (a) the problems are not corrected and a No Further Action letter or other acceptable Final Remediation Document is not obtained from the NJDEP within _____ (if left blank, then 10) calendar days from Seller's agreement to perform the Tank Work, (b) Seller incurs more than \$ _____ to complete the Tank Work, or (c) Buyer disputes the adequacy or sufficiency of the Tank Work

or related documentation, then either party shall have the right to cancel this Contract by notice to the other. If either party cancels this Contract pursuant to paragraph (C) 4 (a) above, then all deposit monies will be returned to Buyer, provided Buyer has complied with its obligations to repair and restore the Property as set forth in this Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation.

5. Seller and Buyer acknowledge that, (a) if releases of fuel oil or other hazardous substances are detected at the Property, the releases must be reported to the NJDEP and investigated and cleaned up in accordance with applicable laws and regulations, (b) if contamination is identified at the Property, then the Property may be listed on the State List of Known Contaminated Sites, and (c) if all of the contamination cannot be cleaned up to residential standards, the Property may require engineering controls (for example, capping of contamination) and/or institutional controls (for example, a deed notice).

6. If Buyer proceeds with this Contract and purchases the Property, Buyer shall purchase any and all Tank(s) in their "as is" condition, and Buyer shall waive any and all rights or claims with respect to Seller concerning the condition of the Tanks or compliance of the Tank(s) with any and all applicable laws.

WITNESS:

_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	BUYER	_____	Date
_____	SELLER	_____	Date
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