

**REGIONS BANK
CONTRACT ADDENDUM "A"**

ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT ADDENDUM (the "Additional Terms Addendum") supplements and constitutes a part of that certain agreement (the "Contract") by and between _____ (whether one or more, the "Buyer") and Regions Bank ("Regions"), dated _____, for the sale by Regions to Buyer, and the purchase by Buyer from Regions, of certain property (the "Property"), as more particularly described in the Contract.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Regions and Buyer agree as follows, notwithstanding any conflicting or contrary provision contained in the Contract:

1. **Condition of Property.** Buyer acknowledges and agrees that the Property will be conveyed by Regions to Buyer, and accepted by Buyer, at the closing on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Buyer represents that Buyer has conducted, or will have conducted by the end of any inspection period stipulated in the Contract, such inspections and investigations of the Property (including, without limitation, inspections as to title and survey matters), if any, as Buyer deems necessary, desirable, or appropriate to sufficiently apprise Buyer of the status and condition of the Property for the purpose of purchasing and acquiring such Property from Regions at the closing. BUYER ACKNOWLEDGES AND AGREES THAT REGIONS MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS AND/OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, ITS CONDITION, HABITABILITY, OR MERCHANTABILITY, ITS COMPLIANCE WITH ANY LAWS, REGULATIONS, ORDINANCES, RULES OR COVENANTS, ITS ZONING CLASSIFICATION, THE CONDITION OF ANY IMPROVEMENTS WHICH MAY BE LOCATED THEREON, OR THE SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY PURPOSE. Without limiting the generality of the immediately preceding sentence, Buyer specifically acknowledges and agrees that Regions makes no representation or warranty, and that Buyer is not relying on any representation or warranty from Regions, as to (a) the legal or tax consequences of the Contract and/or the sale, purchase, or ownership of the Property, (b) the structural condition of the Property, including (without limitation) the condition of the roof and/or basement, (c) the quality or condition of materials used in the construction of any improvements on the Property, (d) the nature or operating condition of any electrical, heating, air conditioning, plumbing, water, heating systems and appliances, (e) the availability of utilities or sewer service, (f) the character of the neighborhood in which the Property is located, (g) the investment or resale value of the Property, (h) any subsurface conditions, including (without limitation) any conditions arising out of the presence of radon or other potentially hazardous materials and/or gases, (i) the status or quality of title to the Property (except as may be warranted in the deed delivered by Regions to Buyer at the closing), (j) any matters that would be revealed by an accurate survey and/or title examination regarding the Property, including (without limitation) means of ingress or egress or encumbrances affecting the Property, and/or (k) the environmental condition of the Property, including (without limitation) any conditions arising out of the presence of mold. Buyer further agrees that, upon closing or upon Buyer's taking possession of the Property, whichever shall first occur, Buyer shall be responsible, at Buyer's expense, for complying with any and all applicable laws, regulations, ordinances, rules, and/or covenants affecting the Property. Buyer hereby releases and holds harmless Regions, its agents, employees, successors and assigns, from, and shall indemnify Regions, its agents, employees, successors and assigns against, any and all claims or liability arising out of or relating to any matter contemplated by or within the scope of this paragraph. The provisions of this paragraph shall survive the closing or termination of the Contract.

2. **No Affiliation.** Buyer hereby represents to Regions that Buyer (a) is not a director, officer, or employee of Regions Financial Corporation or any of its affiliate institutions, (b) is not a spouse, parent, sibling, or child of any such person, (c) is not a business organization or other entity in which a director, officer, or employee of Regions Financial Corporation or any of its affiliate institutions, or a spouse, parent, sibling, or child of any such person, possesses directly or indirectly the power to direct or cause the direction of management and policy, whether through ownership of voting securities or interests, status as a partner, manager, officer, or director, or otherwise, and (c) is not acting as a so-called "straw man" in this transaction in anticipation of assigning the Contract to any of said persons, organizations, or entities or conveying the subject property to any of said persons, organizations, or entities following the closing of the transaction contemplated by the Contract.

3. **Risk of Loss.** If the Property is destroyed or materially damaged between the date hereof and the closing, and Regions is unable or unwilling to restore it to its previous condition prior to closing, Buyer shall have the option of canceling the Contract and recovering the earnest money or accepting the Property in its damaged condition, provided that notice of cancellation must be received prior to closing. If Buyer elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Regions by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Buyer.

4. **Deed.** Regions shall convey the Property to Buyer at the closing by Statutory or **SPECIAL WARRANTY DEED**, and the conveyance shall be expressly subject to (a) current and future ad valorem taxes and other recurring charges and/or levies against the Property, (b) easements of record for sanitary sewer, storm water, and other public utilities, (c) all other easements, covenants, conditions, and restrictions of record, (d) current zoning classification, (e) mineral and mining rights not owned by Regions, (f) all matters which would be revealed by an accurate survey of the Property, (g) any applicable rights of redemption, and (h) such other matters as may be locally customary to include as exceptions in a statutory or special warranty deed.

5. **Closing and Other Costs.** The Contract allocates responsibility for closing costs between Buyer and Regions in connection with the sale of the Property. Regions' obligation to pay (or to reimburse Buyer) for any closing costs is contingent upon the sale closing. Regions does not agree to pay any closing or other costs or to satisfy any liens or encumbrances other than as expressly provided in the Contract. In the event that, notwithstanding Buyer's investigation of title to the Property, it is determined at or before closing that the Property is subject to any taxes, liens, dues, or other assessments or charges encumbering or relating to the Property that are not contemplated by the Contract ("Unexpected Charges"), Regions shall not be obligated to pay any such Unexpected Charges or to obtain the release of any such encumbrances, but Regions may do so at its option. If Regions is unable or unwilling to pay such Unexpected Charges or obtain the release of such encumbrances, Buyer shall have the option of either accepting the Property subject to such Unexpected Charges and encumbrances or canceling the Contract and recovering Buyer's earnest money by notifying Regions in writing within 48 hours of receipt of Regions' written refusal to pay such Unexpected Charges or obtain the release of such encumbrances. Buyer's failure to notify Regions of Buyer's election to terminate the Contract, as herein provided, shall conclusively be considered Buyer's acceptance of the Property subject to such Unexpected Charges and/or encumbrances. After closing, all conditions, Unexpected Charges and encumbrances on the Property are the responsibility of Buyer. All taxes are final.

6. **Default.** A party shall be deemed to be in default under the Contract if such party shall default in the performance of any of its obligations under the Contract, and such default shall remain uncured for a period of five (5) days after written notice thereof from the non-defaulting party; provided, however, that if an event of default cannot be cured within such five (5) day cure period, and if the defaulting party is diligently pursuing the remedy of same, then the five (5) day cure period shall be extended to a total of thirty (30) days and the closing date shall be extended

accordingly if necessary. If Regions shall be in default in the performance of its obligations under the Contract, or if Buyer shall have any other claims or causes of action against Regions arising out of or related to the Contract, Buyer, as Buyer's sole and exclusive remedy, may elect to terminate the Contract upon written notice to Regions and receive a refund of Buyer's earnest money. If Buyer shall default in the performance of Buyer's obligations under the Contract, Regions, at its option, may (a) seek specific performance of the Contract and/or the recovery of damages incurred by Regions as a result of Buyer's default or (b) elect to terminate the Contract upon written notice to Buyer and retain Buyer's earnest money as liquidated damages. Should Buyer and Regions become involved in litigation or other dispute resolution proceedings for the purpose of enforcing any rights or remedies under the Contract, the prevailing party shall be entitled to claim and recover from the other party any and all actual and reasonable costs, expenses, and fees (including, without limitation, attorneys' fees) incurred by the prevailing party in such proceedings. Buyer and Regions each waive and disclaim any right to collect consequential, multiple, exemplary and punitive damages resulting directly or indirectly from any breach of the Contract by the other party. The provisions of this paragraph shall survive the closing or termination of the Contract.

7. **ARBITRATION.** REGIONS AND BUYER AGREE THAT ALL DISPUTES, CLAIMS AND CONTROVERSIES BETWEEN THEM, WHETHER INDIVIDUAL, JOINT, OR CLASS IN NATURE, ARISING FROM THE CONTRACT OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) CONTRACT AND TORT DISPUTES, SHALL BE ARBITRATED PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION UPON REQUEST OF EITHER PARTY. JUDGMENT UPON ANY AWARD RENDERED BY ANY ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. NOTHING IN THIS SECTION SHALL PRECLUDE ANY PARTY FROM SEEKING EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION OR EXERCISING ANY SELF-HELP REMEDIES AS PROVIDED IN THE CONTRACT. THE STATUTES OF LIMITATIONS, ESTOPPEL, WAIVER, LACHES, AND SIMILAR DOCTRINES WHICH WOULD OTHERWISE BE APPLICABLE IN AN ACTION BROUGHT BY A PARTY SHALL BE APPLICABLE IN ANY ARBITRATION PROCEEDING, AND THE COMMENCEMENT OF AN ARBITRATION PROCEEDING SHALL BE DEEMED THE COMMENCEMENT OF AN ACTION FOR THESE PURPOSES. THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 *et seq.*) SHALL APPLY TO THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS ARBITRATION PROVISION. TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION DETERMINES THAT THESE ARBITRATION PROVISIONS ARE INAPPLICABLE OR UNENFORCEABLE WITH RESPECT TO ANY CLAIM OR DISPUTE, THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR TERMINATION OF THE CONTRACT.

8. **Assignment.** Buyer shall not assign the Contract, in whole or in part, whether voluntarily, involuntarily or by operation of law or otherwise, without the prior written consent of Regions, which may be given or withheld in Regions' sole and absolute discretion.

9. **Entire Agreement; Survival.** The Contract, as supplemented and modified by this Additional Terms Addendum, contains the entire agreement between the parties in respect of the subject matter thereof, and neither party is bound by any representations or agreements of any kind previous thereto regarding the subject matter thereof except as therein contained or incorporated by reference. Except for the terms and obligations of the Contract and/or this Additional Terms Addendum which expressly survive the closing or the termination of the Contract, all terms and obligations set forth in the Contract and this Additional Terms Addendum shall merge and be deemed satisfied upon the closing, or shall terminate upon the termination of the Contract.

10. **Severability; Construction.** If any provision of the Contract or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Contract, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law. The parties agree that the Contract shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party.

11. **Conflict.** The provisions of this Additional Terms Addendum are hereby incorporated into and made a part of the Contract, and the provisions of the Contract are incorporated into and made a part of this Additional Terms Addendum; provided, however, that in the event of a conflict between the terms of this Additional Terms Addendum and the terms of the Contract, the terms of this Additional Terms Addendum shall govern and control.

IN WITNESS WHEREOF, Regions and Buyer have executed this Additional Terms Addendum as of the date first above written.

Regions:

REGIONS BANK

By: _____
Lori Thomson, Vice President

[SEAL]

Buyer:

[SEAL]

[SEAL]