

DUNES MARKETING GROUP

Post Office Box 21326
Hilton Head Island, SC 29925

LEAD-BASED PAINT CONTINGENCY ADDENDUM

This Lead-Based Paint Contingency Addendum ("Addendum") constitutes a part of the Contract dated _____, 199____ between the Seller and Purchaser signing below. All capitalized terms in this Addendum shall have the meanings defined in the Contract. Unless specifically changed by this Addendum, all terms and conditions of the Contract shall remain in full force and effect and are hereby ratified by the Seller and Purchaser.

1. **Risk Assessment Contingency:** This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense.
2. **Term of Contingency:** The risk assessment contingency shall extend until 9:00 p.m. on the tenth (10th) calendar day after the above date of the Contract. (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.) This contingency will terminate automatically on such date unless Purchaser delivers to Seller written notice listing the specific existing lead based paint related deficiencies and the corrections needed, together with a copy of the inspection and/or risk assessment report.
3. **Seller's Obligations After Notice of Deficiencies and Corrections Needed:** Within five (5) days after delivery of Purchaser's notice described above, Seller may, at Seller's option, elect to correct the lead based paint deficiencies prior to Closing. In such event, Seller shall provide written notice to Purchaser of its election to correct such deficiencies. If Seller elects to correct the lead based paint deficiencies, Seller shall furnish Purchaser with a certification from a risk assessor or inspector demonstrating that the lead based paint deficiencies have been remedied before the date of the Closing.
4. **Purchaser's Right to Terminate:** If Seller does not provide written notice of its election to correct lead based paint deficiencies within five (5) days of Purchaser's notice of such deficiencies, Purchaser shall have five (5) days to notify Seller in writing of the failure of this lead-based paint contingency. Upon Purchaser's written notification of the failure of this lead-based paint contingency, this Contract shall terminate, Purchaser shall retain all earnest monies deposited, and neither party shall have further rights regarding this Contract. If Purchaser fails to notify Seller of the failure of this lead-based paint contingency, Seller shall have no obligation to correct any lead-based paint conditions on the Property.
5. **Purchaser's Right to Waive Contingency:** Purchaser may waive this contingency at anytime without cause.

WITNESSES:

SELLER:

PURCHASER:

