

ADDENDUM TO FAR/BAR "AS IS" RESIDENTIAL CONTRACT FOR SALE AND PURCHASE

This Addendum is made on [Date] and is incorporated into the Purchase and Sale Agreement dated [Date] between [Seller Name] ("Seller") and [Buyer Name] ("Buyer") for the property located at [Property Address]

The Parties acknowledge that, effective March 1, 2026, FinCEN (Financial Crimes Enforcement Network) has implemented new reporting requirements applicable to certain non-financed residential real estate transfers to legal entities or trusts. Section 1010.821 of Chapter 31 of the Code of Federal Regulations ("Code") requires that certain residential real estate transactions purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person, must be reported to (FinCEN).

These requirements necessitate the collection, verification, and submission of information by The Closing Agent within timelines imposed by FinCEN.

Buyer and Seller agree to fully cooperate with The Closing Agent and to provide all information, documentation, identification, beneficial ownership details, certifications, or other materials required for compliance with FinCEN's Residential Real Estate Reporting Rule.

Disclosure of Beneficial Ownership: If the Buyer is a Legal Entity or Trust, the Buyer agrees to provide The Closing Agent with all information necessary to complete the FinCEN Real Estate Report (RER), including:

Full legal name, address, IRS taxpayer identification number and date of birth of each individual who is a beneficial owner of the entity (owning 25% or more).

A copy of the driver's license or passport for each beneficial owner and the individual signing on behalf of the entity.

All required information and documentation must be delivered to The Closing Agent no later than seven (7) days prior to the scheduled Closing Date ("Compliance Deadline"). Buyer will be responsible to pay at Closing all costs and fees to prepare and file the FinCEN Report, ranging between \$395.00 and \$595.00.

Failure to comply by the Compliance Deadline constitutes a material breach of the Contract.

If either Party fails to timely comply, the non-breaching Party may: (i) allow an extension, in writing, of up to three (3) days; or (ii) terminate the Contract; or (iii) or pursue any legal remedies available under the Contract.

This Addendum does not limit The Closing Agent's ability or obligation to request additional information if required by FinCEN or other regulatory authorities.

If any conflict arises between this Addendum and the Contract, the terms of this Addendum control.

SIGNATURES

Seller Signature:

Date: _____

Buyer Signature:

Date: _____

The use of this Addendum does not create an attorney-client relationship with Barry L. Miller, P.A. ("Firm"), or any of its attorneys. No attorney-client relationship is intended or created until a written agreement is signed by the prospective client and Firm. Each real estate transaction is unique and all buyers, sellers, real estate licensees, and third-parties should retain legal counsel prior to using this Addendum. The Firm assumes no liability for the use of or interpretation of this Addendum unless the Firm is engaged as attorney for a party to a specific real estate transaction. This Addendum and the materials on the Firm's site are provided for informational and illustrative purposes only and is not legal advice. This Addendum are not promised or guaranteed to be correct, complete, or applicable to each real estate transaction. Each party to a real estate transaction shall consult an attorney prior to using this Addendum.