OMAHA AREA BOARD OF REALTORS®
LEAD-BASED PAINT & LEAD-BASED PAINT HAZARDS
ADDENDUM TO PURCHASE AGREEMENT

ON PROPERTY LOCATED AT 4112 N 64th St

Environmental Protection Agency (EPA) and U.S. Department of Housing and Urban Development (HUD)

LEAD-BASED PAINT & LEAD-BASED PAINT HAZARDS
TARGET HOUSING AND EXEMPTIONS

Target Housing is defined as any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling in which the living area is not separated from the sleeping area, including efficiencies, studio apartments, dormitory housing, military barracks, and rentals of individual rooms in residential dwellings.

The Regulations regarding lead-based paint in residential structures apply to all transactions to sell or lease target housing, including subleases, with the exception of the following:

(a) Sales of target housing at foreclosure.

(b) Leases of target housing that have been found to be lead-based paint free by an inspector certified under the Federal certification program or under a federally accredited State or tribal certification program. Until a Federal certification program or federally accredited State certification program is in place within the State, inspectors shall be considered qualified to conduct an inspection for this purpose if they have received certification under any existing State or tribal inspector certification program. The lessor has the option of using the results of additional test(s) by a certified inspector to confirm or refute a prior finding.

(c) Short-term leases of 100 days or less, where no lease renewal or extension can occur.

(d) Renewals of existing leases in target housing in which the lessor has previously disclosed all information required and where no new information has come into the possession of the lessor. For the purposes of this paragraph, renewal shall include both renegotiation of existing lease terms and/or ratification of a new lease. Disclosure is required when the lease is originally signed. Disclosure MUST, therefore, be made when renewing leases which were in place prior to December 6, 1996, for owners of one to four residential dwellings and September 6, 1996, for owners of more than four residential dwellings.

Lead-Based Paint Testing 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 until 9:00 p.m. ☐ on the tenth calendar day after acceptance ☐ or the following mutually agreed upon date _____. This contingency will terminate at the above predetermined deadline unless the Purchaser (or the Purchaser's agent) delivers to the Seller (or the Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 10 days after delivery of the addendum, elect in writing whether the correct the conditions(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the seller does not elect to make the repairs or if the Seller makes a counter-offer, the Purchaser shall have 10 days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

TARGET HOUSING SALES
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessment or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(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) _____

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

(b) Records and reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

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

(c) The housing is located in an area of Omaha Nebraska (generally east of 45th Street, south of Ames Avenue, and north of L Street) which EPA tests have shown may contain concentrations of lead in the soil that may pose an unacceptable risk to human health and the environment (the "Omaha Nebraska Lead Site"). The Omaha Lead Site has been included on EPA's Superfund National Priorities List. However, the housing will only become part of the Omaha Lead Site if soils in its yard are tested and contain lead concentrations in excess of applicable EPA action levels.

Purchaser's Acknowledgment (initial)

_____ (d) Purchaser has received copies of all information listed above.

_____ (e) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*

_____ (f) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

_____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate

Seller	Date 5/24/10	Purchaser	Date
Seller	Date 5-24-10	Purchaser	Date
Deeb Realty Agent Company Name	Date	Agent Company Name	Date
Agent	Date 5/24/10	Agent	Date

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