

## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS

**Occupancy.** Maker shall occupy, establish, and use the Property as Maker's principal residence within sixty days after the execution of the Deed of Trust and Promissory Note, both of even date, and shall continue to occupy and use the Property as Maker's principal residence for at least the term of the Deed of Trust and Promissory Note. Maker shall not use the Property as rental property. "Principal residence" shall mean and refer to a property that (i) Maker maintains or will maintain its permanent place of abode, and (ii) Maker occupies, typically occupies or will occupy for the majority of the calendar year. A majority of the calendar year shall mean two-hundred seventy days ( 270 ) or more of a calendar year. By definition, a person can have only one principal residence at any one time. "Rental property" shall mean and refer to a property that (i) Maker does not use as its principal residence, and (ii) Maker collects a fee, rent, or any other charge, or exchanges use of any portion of a property for any work or labor, from an occupant or tenant of Maker's property. Without exception, Holder shall have the right to inquire whether Maker uses its property as principal residence or as rental property. As Holder may determine necessary to implement and enforce this section, Holder shall send by certified mail, or personally deliver Maker, or to any known occupants of Maker's property of suitable age, a notice inquiring about the Maker's use of its property and requiring a written response with supporting documentation and evidence demonstrating the Maker's use of its property within fourteen ( 14 ) days. Maker shall submit a written response to any inquiry within fourteen days ( 14 ) to Holder. Maker shall be in default of the Deed of Trust and Promissory Note if Maker uses its property as rental property, or if Maker does not submit a written response to an inquiry within fourteen days ( 14 ) to Holder, or if Maker gives materially false, misleading, or inaccurate information or statements to Holder in connection with the enforcement of this section.

**Holder's Right to Inspect.** Holder or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Holder may inspect the interior of the improvements on the Property. Holder shall give Maker notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**False, Misleading, or Inaccurate Information or Statements.** Maker shall be in default if Maker or any persons or entities acting at the direction of Maker or with Maker's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Holder (or failed to provide Holder with material information) in connection with the origination of Maker's loan application, or execution or enforcement of the Deed of Trust or Promissory Note. Material representations include, but are not limited to, representations concerning Maker's income, debt, or other credit references, and Maker's occupancy of the Property as Maker's principal residence.

**Maker Not Released; Forbearance By Holder Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by Deed of Trust and Promissory Note, both of even date, granted by Holder to Maker or any successor in interest of Maker shall not operate to release the liability of Maker or any successors in interest of Maker. Holder shall not be required to commence proceedings against any successor in interest of Maker or to refuse to extend time for payment or otherwise modify amortization of the sums secured by Deed of Trust and Promissory Note, both of even date, by reason of any demand made by the original Maker or any successors in interest of Maker. Any forbearance by Holder in exercising any right or remedy including, without limitation, Holder's acceptance of payments from third persons, entities or successors in interest of Maker or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**Right of First Purchase.** Maker covenants and agrees that in the event it shall desire to sell, transfer, or convey the Property during the term of the Deed of Trust and Promissory Note, Borrower shall first offer the Property to Holder, or Holder's successor in interest, in the following manner:

Maker shall serve notice in writing to Holder, or its successor in interest, by registered mail, return receipt requested. The notice shall (i) indicate that Maker wishes to sell, transfer or convey the Property, and (ii) offer to sell the Property to Holder, or its successor in interest. Maker shall offer to sell the Property to Holder at fair market value, provided that (i) Holder shall have the right to receive a credit toward the purchase price of the Property from Maker in the amount of the outstanding principal balance due under the Promissory Note and any remaining portion of Appreciation in Value due to Holder as provided hereinafter, and (ii) fair market value is determined by independent appraisal of the Property by a certified and licensed professional.

For a period of thirty (30) days after the receipt of the notice, Holder, or its successor in interest, shall have the right to purchase the Property. If Holder, or its successor in interest, fails to exercise the right to purchase set forth in this section, Maker may sell, transfer, or convey the Property to a party making a bona fide offer; provided that Maker complies with any other applicable covenant that may subject the sale, transfer or conveyance of the Property to additional restrictions or requirements.

In the event Holder timely notifies Maker that it elects to purchase the Property on the terms provided in the notice set forth in the preceding paragraph, Holder and Maker shall promptly, but no later than sixty (60) days after the date of notice from Holder to Maker, unless both Holder and Maker otherwise agree to another reasonable timeframe in writing, execute such usual and customary documents as shall be required in order to consummate such transaction.

BY SIGNING BELOW, Maker accepts and agrees to the terms and covenants contained in this Exhibit A.

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- Borrower

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- Borrower