

Exhibit A
CONTRACT AS IS ADDENDUM

Property Description:

AS IS, WHERE IS. Purchaser (also referred to as Buyer) acknowledges that the Seller acquired the Property described herein by foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale or similar process and consequently, the Seller has little or no direct knowledge concerning the condition of the Property.

Purchaser also acknowledges that Purchaser will have or has had the opportunity to independently and personally inspect the Property, and that Purchaser has entered into this Agreement based upon the ability to make such examination and inspection. As a material part of the consideration to be received by the Seller and as agreed upon by the parties to this Agreement, the Property shall be accepted by Purchaser in its condition at the time of Closing **AS-IS AND WHERE IS WITH ALL FAULTS, DEFECTS AND/OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.**

This Addendum, in its entirety, amends and supplements the Contract and, if applicable, escrow instructions. In the event there is any conflict between this Addendum and the Contract or escrow instructions or notice or other documents attached and made part of the Agreement, the terms of this Addendum take precedence and shall prevail except as otherwise provided by law.

Purchaser acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical condition of the Property, including, without limitation, the water, soil and geology; (ii) the income to be derived from the Property; (iii) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (iv) the manner or quality of the construction or materials, if any, incorporated into the Property; (v) the manner, quality, state of repair or lack of repair of the Property; or (vi) the correctness or accuracy of any information provided by Seller (the "Information") or of the ability of Purchaser to rely upon or use the Information. Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the existence in or on the Property of hazardous substances. Purchaser further acknowledges and agrees that having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any Information provided or to be provided by Seller and, at the Closing, agrees to accept the Property and waive all objections or claims against Seller (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) of this Section or as to any hazardous substances on the Property. Purchaser further acknowledges and agrees that any Information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such Information and makes no representations as to the accuracy or completeness of such Information. Seller is not liable or bound in any manner by any real estate broker, agent, employee, servant or other person. **THE**

PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS AGREEMENT AND SHALL SURVIVE CLOSING.

WAIVER OF CLAIMS AGAINST SELLER PARTIES. Purchaser expressly acknowledges that Purchaser has not relied on any warranties, promises, understandings or representations, express or implied, oral or written, of Seller and/or any Seller Party, relating to the Property which are not expressly contained in this Agreement, and that Purchaser is acquiring the Property in its present condition and state of repair, *“as is, where is,”* with all defects, latent or apparent. Purchaser acknowledges that any Information of any type which Purchaser has received or may receive from Seller and/or any Seller Party, including, without limitation, any environmental reports and surveys, is furnished on the express condition that Purchaser shall make an independent verification of the accuracy of such Information, all such Information being furnished without any warranty whatsoever. Purchaser agrees that Purchaser will not attempt to assert any liability against any Seller Party for furnishing such Information. **Purchaser acknowledges that Purchaser is solely responsible for verifying the boundaries and the size of the Property through an independent survey and, despite any representations made by Seller through the listing of the Property or any other method of communication between the Seller and Purchaser, Seller shall not be liable to Purchaser for any claims whatsoever due to any boundary disputes associated with the Property or any inaccurate Information given by the Seller concerning the size or shape of the Property. THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS AGREEMENT, AND SHALL SURVIVE CLOSING.**

_____, Purchaser
Date: _____

_____, Purchaser
Date: _____

HOMETRUST BANK, Seller

By: _____
Richard P. Humphrey, III
Special Assets Manager
Date: _____