

SELLER ADDENDUM
to
RESIDENTIAL PURCHASE AGREEMENT

Property: _____

THIS ADDENDUM is hereby made a part of and incorporated into that certain California Residential Purchase Agreement and Joint Escrow Instructions (“**Agreement**”) between _____ (“**Buyer**”) and _____ (“**Seller**”) for the Property. In the event any provision of this Addendum conflicts in whole or in part with the terms contained in the main body of the Agreement, the provisions of this Addendum shall control and the conflicting terms in the Agreement are hereby considered deleted and expressly waived by Buyer. All terms capitalized but not defined herein shall have the meaning ascribed to such terms in the Agreement.

1. Tax prorrations and assessments shall be based on the most recent ascertainable tax bill for the Property. Notwithstanding anything to the contrary in the Agreement, Buyer and Seller agree that no further adjustments will be made after close of escrow.
2. Buyer hereby acknowledges: (a) that neither Seller, nor Seller’s broker, or their respective agents or representatives have made any warranties or representations, either expressed or implied, regarding the condition of the Property or of any component thereof; and (b) that Seller has never physically occupied the Property and has limited, if any, first-hand knowledge about the Property and the condition thereof. No representation or warranty made by Seller, Seller’s broker, or their respective agents or representatives herein shall survive the closing.
3. Buyer acknowledges that Buyer has the opportunity to inspect the Property and to obtain inspection reports of qualified experts to determine the existence of defects, if any. Seller encourages Buyer to obtain any surveys, inspections or reports Buyer deems necessary or desirable to satisfy Buyer as to any matter relating to the Property and, notwithstanding anything to the contrary contained in the Agreement, Buyer will rely solely upon same and not upon any written or oral information, reports, statements, MLS printouts, documents or records concerning the Property provided by or on behalf of Seller, Seller’s broker or agents, employees or third parties representing or purporting to represent Seller, with respect thereto. Buyer understands and acknowledges that Buyer is purchasing the Property "As-Is", “WHERE IS”, with all faults and conditions thereon. Notwithstanding anything to the contrary herein, the closing of the sale of the Property shall constitute Buyer’s acceptance of the condition of the Property, and upon closing, Buyer shall be deemed to waive, release and forever discharge Seller, Seller’s affiliates and brokers, and their respective agents and representatives from and against any and all claims, loss, damage and liability of any kind or nature, known or unknown, by reason of or arising out of the Property.
4. Notwithstanding anything to the contrary herein, if Seller is in default under the Agreement and provided Buyer is not in default hereunder, then, as Buyer’s sole and exclusive remedy hereunder, Buyer may (a) terminate the Agreement and the earnest money shall be returned to Buyer, in which event the Agreement

shall be null and void, and neither party shall have any rights or obligations under the Agreement except those which expressly survive termination, or (b) upon notice to Seller within ten (10) days after Buyer becomes aware of Seller's default, Buyer may seek specific performance of the Agreement, but not damages. Notwithstanding anything to the contrary herein, if Buyer is in default under the Agreement and provided Seller is not in default hereunder, then, as Seller's sole and exclusive remedy hereunder, Seller may (a) terminate the Agreement and receive the earnest money as liquidated damages hereunder, or (b) upon notice to Buyer within ten (10) days after Seller becomes aware Buyer's default, Seller may seek specific performance of the Agreement, but not damages.

5. Buyer shall not be permitted to assign this Agreement by assignment, operation of law, or otherwise, without the prior written consent of Seller. Seller may assign its rights under the Agreement to a qualified intermediary as defined in (and as part of a tax-deferred like-kind exchange under) Internal Revenue Code Section 1031 and the Treasury Regulations thereunder.
6. Notwithstanding anything contained in the Agreement to the contrary, Seller does not agree to participate in any arbitration, mediation or other such process in the event of any dispute arising from or relating to the Agreement or the Property.
7. If any deadline falls on a Saturday, Sunday or federal holiday, such deadline shall be extended to the next day that is not a Saturday, Sunday or Federal holiday.
8. Notwithstanding anything to the contrary contained in the Agreement, the title insurer, title agent and Escrow Holder, as applicable, shall be selected by Seller, in Seller's sole discretion. The closing shall occur in such manner as selected by Buyer from the options provided by the title company.
9. Notwithstanding anything to the contrary contained in the Agreement, in all events **Buyer must provide Seller with confirmation of Close of Escrow at least three (3) business days prior** to the scheduled Close of Escrow date.

By signing this Addendum, Buyer and Seller each acknowledge that they have read and understand all provisions of the Addendum and have entered into this Addendum voluntarily.

Buyer Acceptance:

Signature: _____ Date: _____
Print Name: _____

Signature: _____ Date: _____
Print Name: _____

Seller Acceptance:

Signature: _____ Date: _____
Print Name: _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: _____
From: Home Partners of America, Inc. and its affiliates

Property: _____
Date: _____

Your title search, title insurance and/or settlement services may be provided by one of the companies listed below (“Companies”) and, therefore, this Affiliated Business Arrangement Disclosure Statement is given to notify you that _____ has a business relationship with:

- | | | |
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| Accredited Real Estate Academy | Land Title and Escrow, Inc | Riverbend Title Agency, LLC |
| American Title Company of Houston | Mardan Settlement Services | Riverbend Title, LLC |
| Ballard Escrow, A division of CW Title | Market Street Settlement Group | RT Title Agency, LLC |
| Burnet Title | MASettlement | Sandpoint Title |
| Burnet Title of Indiana, LLC | Mercury Title, LLC | Secured Land Transfers, LLC |
| Cascade West Title Company, LLC | Metro Title, LLC | St. Mary's Title Services, LLC |
| Case Title Company | Mid-Atlantic Settlement Services, LLC | Sunbelt Title Agency |
| Catalina Title Agency, LLC | Mid-Atlantic Settlement Services | Sun Valley Title |
| Clear Title Group | National Coordination Alliance | Texas American Title Company |
| Convenient Closing Services | National Coordination Alliance Settlement Services | Terra Coastal Escrow, Inc |
| Cornerstone Title Company | Notarize, Inc. | Title Resource Group Settlement Services, LLC |
| CW Title | Pierce County Title Company | Title Resources Guaranty Company |
| Cypress Title Corporation | Pro National Agency | TitleOne |
| Equity Title Agency, Inc | Pro National Title Agency | TitleOne Exchange |
| Equity Title Company | Pro National Settlement Company | TRG 1031 |
| First California Escrow Corporation | Processing Solutions, LLC | TRG Commercial |
| First Equity Title Agency, LLC | Progressive Holding Company | TRG Exchange |
| Guardian Title Agency | Progressive Title Company, Inc. | TRG Lender Services |
| Guardian Title Company | Real 1031 | TRG National Commercial |
| Guardian Transfer | Realogy 1031 Services | TRG Services, Escrow, Inc. |
| Horizon Settlement Services | Quality Choice Title, LLC | TRG Settlement Services, LLP |
| Independence Title | Realogy Title Group, LLC | TRG Settlement Services |
| Independence Title Company | RealSafe Title, LLC | TRG Title Agency |
| Keystone Closing Services, LLC | REALtech Title LLC | TRG Vendor Management |
| Keystone Transfer Services | REALtech Title Agency | TRG Vendor Management Company |
| Keystone Title Services | REALtech Settlement Services | True Line Technologies, LLC |
| Lakecrest Relocation Services | Regency Title Company, L.L.C. | U.S. Title |
| Landway Settlement Services | Residential Title Agency | U.S. Title Guaranty Company |
| Landmark Title | Residential Title | U.S. Title Guaranty Company of St. Charles |
| | | West Coast Escrow Company |

Companies are indirect, wholly owned subsidiaries of Realogy Holdings Corporation (“Realogy”). TRG Maryland Holdings LLC, a wholly owned subsidiary of Realogy, has a 51%, and Home Partners of America Taxable REIT Subsidiary LLC, a wholly owned subsidiary of Home Partners of America, Inc., has a 49%, ownership interest in REALtech Title LLC. Home Partners Resources JV Member LLC, a wholly owned subsidiary of Home Partners of America, Inc., has a 51%, and Realogy Brokerage Group LLC, a wholly owned subsidiary of Realogy, has a 49%, ownership interest in Home Partners Resources LLC. Because of these relationships, a referral to REALtech Title LLC may provide Home Partners of America, Inc., Realogy, and their respective affiliates, with a financial or other benefit.

Realogy Title Group LLC, a wholly owned subsidiary of Realogy, and Weissman PC, have ownership interests in Regency Title Company. Because of this relationship, a referral to Regency Title Company may provide Realogy with a financial or other benefit.

Set forth is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition of your purchase or sale of the subject property. THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO EVALUATE SUCH SERVICES TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND RATE THEREFOR.

<u>Provider/Settlement Service</u>	<u>Range of charges*</u>
Title insurance premium (based on \$100,000, purchase price)	\$320.00 - \$939.00
Title search	\$90.00 - \$350.00
Title exam	\$75.00 - \$150.00
Closing/Settlement fee	\$250.00 - \$700.00

**Your actual costs may vary.*

Acknowledgement

I/We have read this Disclosure Statement and understand that Home Partners of America, Inc. is providing me/us with this referral to purchase the above described settlement services and may receive a financial or other benefit as the result thereof.

Buyer Signature: _____
 Print Name: _____
 Date: _____

Buyer Signature: _____
 Print Name: _____
 Date: _____