Standard Addendum - California

To the Buyer(s): This document contains important information concerning the referenced Property. You are urged to review its contents carefully.

Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

File #	**3700956**
Property Address:	**1184 Epic** **Irvine, CA 92618**

This Addendum supersedes and overrides any conflicting clauses or statements in the Agreement between Buyer(s) and Seller with respect to the above property (the "Agreement").

Ownership:

The terms and conditions of the Agreement and this Addendum which apply to Seller are SUBJECT TO the Seller becoming owner.

Earnest Money; Default; Brokers:

In the event of a default by the Buyer(s), it is agreed that any earnest money or deposit shall be retained by the Seller as liquidated damages. Any provisions of the Agreement (i) with respect to any payments or amounts due to brokers; and/or (ii) agreeing to indemnify or hold Broker harmless with respect to any matters are null and void. Broker compensation and relationship is governed exclusively by the Listing Agreement between Seller and Listing Broker.

Insurance Premiums:

Insurance premiums shall not be prorated. All existing insurance policies will be canceled at the time of closing.

Taxes / Assessments / Bonds / Homestead Exemptions:

Tax, assessment, and bond prorations shall be based on the last known bill or upon the tax assessor's latest valuation and the current tax or assessment rate, and shall be prorated at the time of closing. **If it is common practice and/or local custom to have no prorations at the closing there shall be no prorations.** There will be no re-proration or readjustment of taxes or assessments based on actual statements after the date of closing. The seller represents that it has no knowledge, actual or constructive, as to whether or not a homestead exemption applies to the property.

This paragraph shall supersede and override any other clauses or statements in the agreement that concern taxes, assessments, bonds or homestead exemptions.

Mortgage:

Should the lender's commitment be conditioned on any repairs, the Seller reserves the right to cancel the Agreement, and return all earnest money deposits to the Buyer(s) with no further obligation by Seller. Buyers assume all risk of any changes in the interest rate and mortgage discount points, and agree to close this transaction, regardless of any such changes.

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Arbitration:

Seller does not agree to participate in any arbitration, mediation or other such process in the event of any dispute arising from this transaction.

Disclosure:

Buyer(s) agree to execute the attached Seller's Real Estate Disclosure Acknowledgment (SRED), as a part of the Agreement. By closing Buyers confirm that they have had an opportunity to review the contents of such disclosures.

Condition:

Buyer(s) acknowledge that the property is the subject of a relocation transaction, that Seller has never occupied the property and has limited, if any, first-hand knowledge about the property.

Neither Seller nor Seller's agent has made any warranties or representations, either expressed or implied (except as may have been given to the Buyer(s) in writing as part of the agreement), as to the condition of the property. No representations or warranties made by Seller shall survive the closing. Buyer(s) acknowledge that they have the opportunity to inspect the property and/or have it inspected by others on their behalf. Except for any repairs specifically required to be made by Seller in accordance with the terms of the Agreement, or attached hereto, Buyer(s) understand that they are purchasing the property in "As-Is" condition, subject only to any specific items set forth in the Agreement.

Naturally occurring radon, molds, fungi, spores, pollens and/or botanical substances, or other allergens (e.g., dust, pet dander, insect waste material, etc.) may be found in any dwelling. In addition, certain building materials (such as asbestos, urea-formaldehyde foam insulation ("UFFI") and defective drywall—also known as wallboard, gypsum board or plasterboard have been linked to health concerns and/or property damage. Collectively, these are all referred to as "Substances." Buyer(s) acknowledge and accept that Seller does not in any way disclose (except as expressly set forth in any other documents provided to Buyer by Seller), warrant or indemnify indoor air quality conditions (including the presence or absence of Substances) at the property and is not responsible in any way for conditions that may exist at the property or health problems or property damage that might develop from or be related to such conditions. Buyer(s) agree to indemnify and hold Seller and prior owners, harmless from any claims raised after the closing transaction relating to the presence or non-disclosure of Substances in the property (said indemnity to include reasonable attorneys' fees). Buyer(s) are directed to consult the U.S. Environmental Protection Agency website at www.epa.gov or the equivalent state environmental/health services agency if additional information concerning indoor air quality and Substances is desired.

In order for the Buyer(s) to verify that the property is in the same physical condition, ordinary wear and tear excepted, as at the signing of the Agreement, Buyer(s) have the right to make a final walk-through no later than seventy-two (72) hours prior to scheduled closing and shall inform Seller in writing of any objections within twenty-four (24) hours thereafter.

Closing:
Buyer(s) acknowledge that title to the property may be conveyed by someone other than Seller.

In connection with the purchase of the property, you may need to obtain title insurance and closing services.

If the Buyer selects the settlement provider and pays for title insurance: We recommend that you use our title company which is listed for your area on the Affiliated Business Arrangement Disclosure Form provided to you along with Cartus' other disclosures. That company has already performed a title search on behalf of the Seller and is knowledgeable with respect to the uniqueness of the relocation process. Please note, however, that you are NOT required to use our escrow company as a condition for the purchase of this property. If you would like to use a different escrow company, please let us know in writing within 10 days. If you do not so inform us within that time, we will interpret your silence as your selection of our title company and place the title order with our title company accordingly.

If the Seller selects the settlement provider and pays for title insurance: If Seller pays for Buyer's owner's title insurance policy, Seller may choose the escrow agent to issue such policy. Buyer may elect either to use the same escrow agent to issue the lender's title insurance policy or to select an alternative title insurer or agent. If Buyer selects an alternative title insurer or agent to issue the lender's title insurance policy, Buyer should contact Seller to confirm the title insurance provider selected in accordance with the previous paragraph; and agrees to schedule the closing at a time and place convenient for Seller's closing representative. In cases where Seller agrees to pay for owner's title insurance policy, Seller does **NOT** agree to pay for other costs of the closing agent.

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The closing of this sale and acceptance of a deed by Buyer(s) shall constitute acknowledgment that the condition of the property and systems contained therein are acceptable and that any repairs performed by or on behalf of Seller are acceptable and deemed to have been performed in a workmanlike manner; and **Seller shall have no further responsibility or obligation concerning the property and/or any repairs performed, and Buyer(s) waive all rights they may have concerning the condition of the property.**

Any and all credits granted by the Seller to the buyer must appear on the closing disclosure/TILA form. Seller shall not have any obligation to grant any credit that does not appear on the closing disclosure/TILA form. Nor shall Seller have any obligation to give any credit to the extent it is not approved by Buyer's lender.

Acceptance:

This Agreement is subject to Seller's approval, which shall be evidenced only by full execution of this Addendum.

Authorization to Disclose Information:

Seller and Buyer authorize any closing attorney, closing agent and/or escrow company to release and disclose any seller's and/or buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein to the parties to this transaction, the real estate agents and Buyer's lender(s).

Revisions to C.A.R. FORM RPA, 12/21) (or subsequent revision):

If the attached Agreement is on the California Association of Realtors' C.A.R. Form RPA, 12/21, or subsequent revision, the parties agree to the following revisions to such form:

1. Paragraph 3 L (3) is hereby amended to provide that Investigation of Property and Informational Access to Property shall be within 10 Days after Acceptance.

2. Paragraphs 12 D and 14 B (2) are hereby deleted in their entireties and replaced with the following:

   BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS AND DEFECTS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY AND IMPROVEMENTS CONTAIN DEFECTS AND CONDITIONS WHICH ARE NOT READILY APPARENT AND WHICH MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER IS ALSO AWARE OF BUYER'S AFFIRMATIVE DUTY TO EXERCISE REASONABLE CARE TO PROTECT HIMSELF OR HERSELF, INCLUDING THOSE FACTS WHICH ARE KNOWN TO OR WITHIN THE DILIGENT ATTENTION AND OBSERVATION OF THE BUYER (Civil Code 2079.5). BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY.

   Buyer has had, or will have prior to closing, an opportunity to perform Buyer's own inspections and to verify inspection reports and matter disclosed on the Real Estate Disclosure as provided by Seller. Buyer shall report to Seller in writing any defects disclosed by Buyer's inspection and supply Seller with a copy of the inspection report itself, not later than the time frame specified in paragraph 3 L (3), as amended herein. If Buyer fails to conduct the inspections or fails to so notify Seller in writing within said period, Buyer shall be deemed to have waived all inspection rights and Buyer shall be obligated to accept the property in its then current, "**AS IS**" condition. In the event of any requests or demands by Buyer as a result of Buyer's inspections, Seller shall have the option of:

   (1) Making said items operational or functional, agreeing to the expense in writing, or

   (2) Giving Buyer a credit for items, agreeing to the credit in writing, or

   (3) Canceling this Agreement and refunding Buyer's earnest money deposit in full.

   The conditions of this sub-paragraph shall apply to all inspections conducted by the Buyer, including but not limited to, general home, termite and pest, well and septic, and radon inspections. Should any loan commitment be conditioned upon repairs to the property, the Seller reserves the right to either make the required repairs or cancel this Agreement and return all earnest money deposited to the Buyer with no further obligation by the Seller.

   Any and all credits granted by the Seller in lieu of actual repairs must appear on the closing disclosure/TILA form.

   Seller will provide Buyer with copies of the bids and invoices for any Seller agreed repairs, but shall not be required to provide paid receipts. Seller shall not be responsible for the quality of any repairs which may be required, and Buyer(s)

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agree to look solely to the person or company performing any such repairs. If a credit is given (including without limitation, a closing cost/prepaid credit agreed to after inspections are performed), purchase price reduced or repairs performed, Buyer(s) agree to sign a general release and hold harmless with respect to the condition of the Property. If Buyer and Seller cannot agree on the amount of the credit, Seller may elect Option 3. above and cancel this Agreement.

3. Sections A and B of paragraph 14 of said form are hereby deleted in their entireties and replaced with the following. All references in the Agreement to paragraph 14 shall be deemed to be references to paragraph 14 as amended herein:

A. SELLER: Promptly following their availability, Seller will provide to Buyer the following reports, disclosures and information required by this Agreement to be provided to Buyer.

B. BUYER HAS:

(1) 10 Days after Acceptance to complete all inspections (including inspections for lead-based paint, if applicable, investigations and review of documents and other applicable information), and either disapprove in writing any items which are unacceptable to Buyer or remove the contingency associated with such disapproval right, by the method specified in paragraph 14F. EXCEPT that for GEOLOGIC INSPECTIONS, Buyer shall have an additional 7 days to complete these actions.

(2) 5 days from receipt of each of the items referenced in paragraph 14 A. above either to disapprove in writing any items unacceptable to Buyer or to remove the contingency associated with such disapproval right, by the method specified in Paragraph 14F.

CONTINGENCY REMOVAL:

(1) METHOD: Contingencies and disapproval rights are removed automatically at the end of the time provided unless a written notice of disapproval or of inability to meet the contingency is given by the party who has the contingency or disapproval right. If Buyer does not give to Seller written notice of items reasonably disapproved, removal of contingencies or cancellation (based on any cancellation right of Buyer), within the strict time periods specified, Buyer shall be deemed to have removed or waived the contingency and the right to take those actions.

(2) EFFECT OF CONTINGENCY REMOVAL: If Buyer removes any contingency, Buyer shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures pertaining to that contingency; (b) elected to proceed with the transaction; and (c) assumed all liability, responsibility and expense for repairs or corrections pertaining to that contingency (or for inability to obtain financing, if the contingency pertains to financing) except for items which Seller has agreed in writing to repair or correct.

(3) ☐ REMOVAL OF CONTINGENCIES WITH OFFER: **Buyer removes the contingencies specified in the Contingency Removal Form (C.A.R. form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.**

4. Paragraph 14. E (iii). is amended to provide that any Buyer Notice to Seller To Perform ("NSP") must provide Seller with a five (5) business day period to perform.

5. Paragraph 11. G (1) is hereby amended to provide that Buyer shall have cancellation rights pursuant to said Section only if such subsequent disclosures reflect newly disclosed adverse information concerning the Property.

6. Section 15 is deleted in its entirety.

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Special Provisions:

Notwithstanding anything to the contrary in the attached Agreement:

(a) The Effective Date of the Agreement and this Addendum shall be the date that the Seller signs this Addendum;

(b) Seller's correct, legal name for all purposes related to the Agreement is as shown on the signature line of this Addendum;

(c) All personal property that conveys with the Property is sold "as is" , "where is", and has no value;

(d) Any assignment of the Agreement by Buyer (via either an assignment or naming a nominee included but not limited to a Qualified Intermediary) requires Seller's consent, which Seller may withhold in its sole discretion. Even if Seller's consent is given, the Buyer named herein shall remain fully obligated under the Agreement unless and until the Agreement has been fully performed by or on behalf of Buyer;

(e) Seller shall not make any payment related to any closing date delays; and

(f) MLS information/items (for example, but not limited to, square footage, school districts, buyer incentives, inclusions, agent incentives) are not representations or warranties by the Seller and are not part of the Agreement unless expressly stated in the Agreement or this Addendum.

(g) Home automation products, devices, components, electronics, hardware, software, hard drives, computer towers (CPU's), and all home automation or smart home controls and accessories, including but not limited to, smartphones, tablets, apps and applications, routers, wireless routers, wireless networks, "Wi-Fi" technology and equipment, automated or smart lighting controls, wireless or networked doorbells, keyless locks, wireless or networked thermostats, home security systems including cameras and microphones, and automated security lights are excluded unless specifically included in the contract.

(h) Buyer(s) assume all responsibility for transferring administrative and other control for any/all smart home internet connected devices.

(i) Buyer represents that it is not (and if applicable, its owners, officers, directors and employees are not) (i) included on any list maintained by the U.S. government (including the Office of Foreign Assets Control) of persons or entities with whom financial or similar transactions are prohibited; nor (ii) subject to sanctions imposed by the U.S. government. Buyer further represents that neither Buyer nor any person providing funds to Buyer (a) is under investigation for any illegal activity, or (b) had any fines or penalties assessed or had funds seized or forfeited under any anti-money laundering laws. Buyer will promptly notify Cartus in the event the representations in this Section are inaccurate, and cooperate with Cartus with respect to any resulting audits or investigations.

(j)Optional for Buyer: By initialing on the line below, Buyer hereby authorizes Cartus to disclose Buyer's contact information, including name, address, e-mail address, and/or telephone number to ***Realogy Insurance Agency, Inc***. AKA Anywhere Insurance Agency

_____ _____

(Buyer initials) (Co-Buyer initials)

Phone number: _____ **Email:** _____

_____ _____

Buyer Date: Seller: **Cartus Financial Corporation** Date:

_____

Co-Buyer Date:

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