

ADDENDUM TO PURCHASE AGREEMENT

This Addendum is attached to and made part of the Purchase Agreement (the "Purchase Agreement"), dated, between NuCompass Mobility Services Inc. ("Seller") and (Buyer) regarding property located at: 2164 Old Bridge Rd, Riverside, California 92506 ("the Property").

Capitalized terms not defined herein shall have the meanings set forth in the Purchase Agreement. This Addendum and the Purchase Agreement shall be construed consistently, to the extent reasonably possible, but if any inconsistency may appear, then this Addendum shall supersede conflicting terms and conditions set forth in the Purchase Agreement or any other related agreement with respect to the Property.

- A. **TITLE:** Title Insurance or Abstract shall be obtained from: Granite Escrow Services
- B. **CLOSING AGENT:** This transaction will be closed by: David Ozuna (949) 552-0110 x2208
- C. **LICENSED AGENT:** Seller is affiliated with a licensed real estate organization.
- D. **FINANCING CONTINGENCY:** With submission of offer to purchase/contract Buyer will provide a pre-approval letter verifying credit, income and funds to close acceptable to Seller from Buyer's lender. Buyer will obtain written loan approval fifteen (15) business days prior to closing.

Buyer is responsible to verify and approve the terms of said loan(s) prior to date above. Unless otherwise stated, any fees required to obtain said loan(s) are the responsibility of the Buyer. The Property is to remain for sale to receive secondary offers until loan approval is obtained and all contingencies are eliminated.

- E. **INSURANCE CONTINGENCY:** Buyer will provide Seller with Certificate(s) of Insurance with respect to insurance policies covering the Property, effective the date of closing in such amounts and with insurers reasonably satisfactory to Seller, within ten (10) business days of acceptance.
- F. **CLOSING:** This transaction shall close on or before _____

If this transaction does not close as specified, Seller, at Seller's option, may deem the Purchase Agreement void unless prior to scheduled closing date Seller and Buyer agree in writing to extend such date. A condition to any such extension shall be a daily extension fee equal to 1/30 of 1% of the agreed selling price per day which will be charged to the Buyer at closing. Any requests for an extension must be in writing and delivered to Seller at least ten (10) days in advance of the scheduled date of closing. Prorations for rents, current year's taxes, interest and/or assumed obligations shall be made at closing. Closing shall be deemed to be the date funds are disbursed to Seller and the rights and obligations of the Property are transferred to Buyer. Seller's insurance policies covering the Property shall be canceled at closing.

- G. **INSPECTIONS:** Buyer is granted the right and has the responsibility to inspect the Property, or to obtain inspection reports from qualified experts at Buyer's own expenses, including the right to inspect for lead-based paint hazards and wood-destroying organisms. Should such reports reveal defects not previously discovered, Buyer may request repairs, in writing, within 7 days of acceptance of offer to purchase/contract.

Buyer shall furnish Seller copies, at no cost, of all reports. Seller will review such requests and, within days, advise Buyer, in writing, of the repairs, if any, that Seller agrees to make, or the costs, if any, Seller agrees to credit to Buyer at closing. If Buyer has not made an examination of the property and submitted a report and/or any objections, in writing, to the Seller within the time set forth above, Buyer is deemed to have waived the right to so object and the condition of the Property shall be deemed satisfactory to Buyer.

Buyer's Initials (_____) (_____)
Seller's Initials (_____) (_____)

- H. **DEED:** Title to be conveyed by deed from Seller to Buyer warranting that Seller has not done or suffered anything to encumber the Property.
- I. **BUYER INDEMNITY:** Buyer agrees to release, indemnify and hold harmless Seller and its respective agents, servants, employees, directors and assigns ("Indemnified Parties") from any and all claims, losses, damages, costs or expenses (including attorneys' fees and court costs) which the Indemnified Parties shall incur based upon (1) any defects in the Property that are obvious, known, or easily discoverable, (2) the information contained in or that should have been contained in the tests, inspections and disclosure statements set forth in Paragraph M below, and (3) any damage to the Property resulting from or arising out of Buyer's inspections, tests or investigations.
- J. **BUYER DEFAULT:** Notwithstanding anything to the contrary contained in the Purchase Agreement, if Buyer defaults in the performance of the Purchase Agreement, it is expressly agreed that Seller shall have the right to retain the earnest money deposit, such right to be without prejudice to the right of Seller to pursue any remedy available at law or in equity, including, without limitation, payment of other damages.
- K. **PRORATIONS:** All prorations shall be made through the date of closing. Tax prorations shall be based on the most recently published tax bill or, if appropriate, by estimate based on local custom. Seller assumes no responsibility for supplemental tax bills, if any, issued after date the sale of the Property closes. Buyer agrees to pay any and all tax bills issued after the date the sale of the Property closes.
- L. **SALE OF BUYER'S PROPERTY:** This offer is not contingent upon the sale and closing of any property owned by Buyer.
- M. **INSPECTION REPORTS/DISCLOSURE STATEMENT:** Seller has obtained the following inspection reports, and/or prior occupying owner's disclosure statement, copies of which accompany this Addendum, the receipt of which Buyer acknowledges by initialing below. The inspection reports, if any, represent opinions of the inspectors and were obtained to assist Seller evaluate the property.
- N. **DISCLAIMERS/CONTINGENCIES:**
 1. SELLER IS A RELOCATION MANAGEMENT FIRM. THIS TRANSACTION IS SUBJECT TO SELLER PURCHASING THE PROPERTY FROM THE PRIOR OWNER AND BECOMING THE CONTRACTUAL OWNER OF THE PROPERTY. IN THE EVENT SELLER DOES NOT ACQUIRE TITLE TO THE PROPERTY ON OR BEFORE THE SCHEDULED CLOSING DATE UNDER THE PURCHASE AGREEMENT, SELLER SHALL HAVE THE RIGHT TO TERMINATE THE PURCHASE AGREEMENT. UPON TERMINATION OF THE PURCHASE AGREEMENT IN ACCORDANCE WITH THIS PARAGRAPH N.1, SELLER SHALL RETURN TO BUYER THE EARNEST MONEY DEPOSIT PAID BY BUYER TO SELLER AND THE PARTIES SHALL HAVE NO FURTHER LIABILITY TO EACH OTHER.
 2. THIS TRANSACTION IS SUBJECT TO THE REVIEW AND APPROVAL BY SELLER OF ALL WRITTEN SALES DOCUMENTS AND DELIVERY OF MARKETABLE PROPERTY TITLE TO SELLER.
 3. SELLER HAS NEVER OCCUPIED THE PREMISES AND SUBSTITUTES THE PRIOR OWNER'S DISCLOSURE STATEMENT FOR SELLER'S DISCLOSURES WITH RESPECT TO THE PROPERTY. SELLER'S KNOWLEDGE AND DISCLOSURES ARE BASED SOLELY ON THE INSPECTION REPORTS DESCRIBED ABOVE AND THE PRIOR OCCUPYING OWNER'S DISCLOSURE STATEMENT PROVIDED TO THE BUYER BY SELLER. SELLER MAKES NO REPRESENTATION OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE PROPERTY.

Buyer's Initials (_____) (_____)
 Seller's Initials (_____) (_____)

4. DISCLOSURE OF ANY INSPECTION REPORTS BY SELLER IS NOT A WARRANTY OF THE PROPERTY CONDITION. SELLER DOES NOT GUARANTEE THE PERFORMANCE OF THE SERVICES BY THE INSPECTOR AND/OR THE INSPECTION COMPANY.
5. THE PROPERTY IS SOLD "AS IS," WITH NO IMPLIED OR EXPRESSED WARRANTIES AS TO CONDITION, INCLUDING, BUT NOT LIMITED TO, EXISTING OR LATENT DEFECTS IN ANY COMPONENT OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, EXISTING IMPROVEMENTS ON THE PROPERTY, BOUNDARIES, WELLS OR SEPTIC SYSTEMS. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY UPON BUYER'S OWN JUDGEMENT AND EXAMINATION AND NOT BY REASON OF ANY REPRESENTATION MADE BY SELLER OR SELLER'S AGENTS AS TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONDITION, HABITABILITY, SIZE, LOCATION, PRESENT VALUE, FUTURE VALUE, FITNESS FOR A PARTICULAR USE, INCOME THEREFROM OR ITS PRODUCTION, COMPLIANCE WITH ANY ZONING ORDINANCES, HEALTH OR BUILDING CODES OR OTHER APPLICABLE LAND OR DEVELOPMENT REGULATIONS, OR ANY OTHER APPLICABLE COVENANTS, RESTRICTIONS, LAWS, STATUTES OR ORDINANCES. BUYER FURTHER ACKNOWLEDGE THAT BUYER IS PURCHASING AN EXISTING PROPERTY WHICH HAS EXPERIENCED USE, WEAR AND TEAR AND HAS BEEN SUBJECTED TO THE ELEMENTS. BUYER HAS EXAMINED SAID PROPERTY TO BUYER'S INTEREST AND BUYER ACCEPTS THE PROPERTY IN ITS "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION.
6. SELLER AND/OR SELLER'S AGENTS DO NOT WARRANT THE SQUARE FOOTAGE OF THE PROPERTY OR ANY STRUCTURE ON THE PROPERTY. IF SQUARE FOOTAGE IS A MATERIAL CONSIDERATION, IT IS BUYER'S RESPONSIBILITY TO MEASURE THE PROPERTY.
7. PERSONAL PROPERTY IS SOLD "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY AS TO CONDITION OR OPERATING CAPABILITY.

Buyer:

Date:

Seller:

NuCompass Mobility Services Inc.

By:

Date:
