

SELLER ADDENDUM

to

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Property: _____

THIS ADDENDUM is hereby made a part of and incorporated into that certain Contract to Buy and Sell Real Estate (Residential) (“**Contract**”) 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 Contract, the provisions of this Addendum shall control and the conflicting terms in the Contract 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 Contract.

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 Contract, 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 Contract, 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 Contract and provided Buyer

is not in default hereunder, then, as Buyer's sole and exclusive remedy hereunder, Buyer may (a) terminate the Contract and the earnest money shall be returned to Buyer, in which event the Contract shall be null and void, and neither party shall have any rights or obligations under the Contract 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 Contract, but not damages. Notwithstanding anything to the contrary herein, if Buyer is in default under the Contract and provided Seller is not in default hereunder, then, as Seller's sole and exclusive remedy hereunder, Seller may (a) terminate the Contract 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 Contract, but not damages.

5. Each of the parties hereto may assign its rights (but not its obligations) under the Contract 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. Said exchange will be closed without cost, liability or delay to the non-exchanging party.
6. Notwithstanding anything to the contrary contained in the contract, the title commitment and title policy shall be issued by a title insurer or agent thereof, selected by Seller, in Seller's sole discretion. The closing shall occur at such office as selected by Buyer from the options provided by the title company.
7. Notwithstanding anything contained in the Contract 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 Contract or the Property.
8. 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.

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:

By: _____ Date: _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To:

Property:

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

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:

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.

Provider/Settlement Service

Title insurance premium (based on \$100,000, purchase price)
Title search
Title exam
Closing/Settlement fee

Range of charges*

\$320.00 - \$939.00
\$90.00 - \$350.00
\$75.00 - \$150.00
\$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: _____