

SELLER ADDENDUM

to

AS-IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE

Property: 7172 TOUCAN TRAIL, SPRING HILL, FL 34606

THIS ADDENDUM is hereby made a part of and incorporated into that certain As-Is Residential Contract for Sale and Purchase (“**Contract**”) between _____ (“**Buyer**”) and SFR BORROWER 2022 A LLC (“**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. Taxes and assessments shall be prorated at closing based on the most recent ascertainable tax bill for the Property. Notwithstanding anything to the contrary contained in the Contract, Buyer and Seller agree that no further adjustments shall be made after Closing.
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 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. Buyer shall not be permitted to assign this Contract by assignment, operation of law, or otherwise, without the prior written consent of Seller. Seller may assign its rights 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.
6. 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.
7. Notwithstanding anything to the contrary contained in the contract, the title commitment and title policy shall be issued by REALtech Title LLC. The closing shall occur in such manner as selected by Buyer from the options provided by title company.
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.
9. Notwithstanding anything to the contrary contained in the Contract, in all events **Buyer must provide Seller with confirmation of closing at least three (3) business days prior to the scheduled Closing 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: 7172 TOUCAN TRL, SPRING HILL, FL 34606
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 **SFR BORROWER 2022 A LLC** has a business relationship with:

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