



ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

For the purchase of the property located at _____ dated _____.

- ZONE DISCLOSURES; ADDITIONAL DISCLOSURE REPORTS; PERMITS.** The zone disclosure reports to be obtained in accordance with the provisions of the Agreement will be obtained from Property I.D. USA. **The zone disclosure report to be provided under the Agreement shall cover the types of zones and areas identified in the Agreement for which disclosure is required. The zone disclosure report shall be considered a "substituted disclosure" for purposes of Seller's and Brokers' disclosure of these zones or areas, but shall not affect disclosure obligations with regard to other matters. As part of Buyer's inspections and investigation, Buyer may order additional written reports, at Buyer's expense, included but not limited to other types of areas, zones, risks, permits, and final approvals.** If there are any structural additions at the Property for which a permit or certificate of occupancy was not obtained or which are not in compliance with applicable codes and other laws, Buyer may be required to incur expenses after the close of escrow to bring the Property up to current codes and other applicable laws or to demolish the subject additions. Buyer shall have the number of days specified in the Agreement to disapprove in writing any report which is unacceptable to Buyer, and/or remove the contingency associated with such disapproval right by the method provided in the Agreement.
- FURNACES.** The parties are advised that certain furnaces manufactured by Consolidated Industries, and sold under various brand names in California between 1984 and 1992, have been identified as the cause of fires. Broker recommends that any furnace at the Property be inspected by a qualified professional. For more information, contact the Consumer Products Safety Commission.
- FINANCING.** If checked, Buyer agrees, within three (3) days after acceptance of the offer, to apply for financing through a Coldwell Banker affiliated mortgage company in accordance with the provisions of the Agreement. The application shall be made at no cost or obligation to the Buyer unless/until Buyer authorizes the Coldwell Banker affiliated mortgage company to proceed with appraisal and final loan processing. Buyer may also apply for financing with such other lending sources as Buyer wishes, and retains the choice of lending source and loan subject to the time periods and other provisions in the Agreement.
- BUYER'S SUBSEQUENT PURCHASE.** In the event this transaction is not concluded and within twelve (12) months following the date of this offer Buyer or any related person, acting directly or indirectly, executes an agreement to acquire the Property or any interest in the Property from Seller or Seller's successors-in-interest, Buyer hereby agrees to pay to Broker the commission specified in the Agreement. For purposes of this Agreement, (a) "related person" includes any person related by blood, marriage, or business relationship, and any entity which controls or is controlled by Buyer or any related person, excluding Brokers herein, and (b) "successor-in-interest" includes, without limitation, any person or entity which acquires the Property from Seller, whether through voluntary or involuntary transfer, including foreclosure, or by operation of law.
- DOCUMENTATION COMPLIANCE FEE.** Buyer and Seller acknowledge that Federal, State and/or Local governmental agencies require evidence of compliance with certain regulated disclosures and/or statements in conjunction with the transfer of real property. These documentation requirements include, but are not limited to, compliance with the Foreign Investment in Real Property Tax Act (FIRPTA), California Out of State Seller Withholding Affidavit, Local Government Property Report, Smoke Detector and Water Heater Compliance Statements, Retrofit Compliance Certification, Real Estate Transfer Disclosure Statement, Natural Hazards Disclosure Statement, Lead-Based Paint Disclosures, Earthquake Safety Disclosure, and Environmental Hazards Disclosure.

Buyer and/or Seller, if represented by Coldwell Banker (CB), in consideration of CB's assistance in the preparation and handling of the required compliance documents agree to pay CB through escrow the sum of _____, representing a documentation compliance fee. Said sum shall be payable to CB only upon the closing of the transaction contemplated by this Agreement. Buyer and/or Seller also acknowledge that in addition to the above fee, third party information providers and/or government agencies may require additional fees and cost.
- CALIFORNIA FAIR PLAN.** Buyer is aware that insurance for certain hillside, oceanfront, and brush properties may be available only from California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Buyer is advised to consult with its own insurance agent regarding coverage under the California Fair Plan and to allow approximately four (4) weeks for processing of an application.
- HISTORICAL CONSERVANCY.** The Property may be designated as a historical landmark or be located in a protected historical conservancy area which could limit or restrict Buyer's ability to remodel or develop the Property.
- ADDITIONAL ENVIRONMENTAL HAZARDS.** The parties are advised that the presence of certain kinds of molds, fungi, or other organisms may adversely affect the property and the health of some individuals. Broker recommends, if buyer has concerns regarding this issue, that buyer conduct further inspections by qualified professional within the time period specified in the residential purchase agreement.
- OTHER.** _____

Accepted and Agreed:

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

OFFICE USE ONLY	
Reviewed by Broker or Designee _____	Date _____