

OFFER INSTRUCTIONS FOR  
136 Avenida Espana  
SAN JOSE, CA. 95139

Century 21 RE Alliance wants to thank you for your interest in this property and should your Buyer's decide to make an offer, we want to assist you in navigating through the requirements of making an offer on this property.

This is a **CARTUS RELOCATION TRANSACTION**. If you are not familiar with the process of making an offer on a Relocation property, our goal is to outline how this process may be slightly different and with your understanding of the process, you can help your Buyer understand the process as well without adding additional stress to the overall buying process for them.

1. It is **IMPERATIVE** that you read thoroughly through the attached Seller's Real Estate Disclosure Package (SRED) Instructions in its entirety and follow all the instructions as stated.
2. Please note we've included a Cartus Contract checklist to assist you in writing your Purchase Contract correctly. Please **review it BEFORE you write your contract** and follow the instructions fully.
3. We will be providing you the Homeowner's Disclosures completed by them and signed by Cartus Relocation as the **SELLER** for your Buyer's review. This is for disclosure information only. Your Buyer will be signing a new set of disclosures from CARTUS FINANCIAL CORPORATION as the new seller stating that **"Seller is a non-occupant owner and has no knowledge in regards to this property."**
4. There will be additional documents (Addendums, Reports, etc.) **REQUIRED** by Cartus Relocation to be signed by the Buyer in addition to our customary regional and statutory disclosures required.
5. **The Homeowner is not allowed to sign any submitted offers, contracts, and addendums or counter offers.** They are allowed only to negotiate verbally (however, we do need all negotiations to be in writing on the appropriate C.A.R. forms) for proper communication of the terms being negotiated. The Homeowner is responsible through their agent to verbally conduct the sale negotiations to acceptable terms. Once verbally negotiated, then all paperwork is submitted to Cartus for proper signatures. This will require some time (5 Business days from submission), so **PATIENCE** is necessary by all parties involved. Please explain this to your Buyers in advance.  
**\*USE 5 BUSINESS DAYS for Response for CAR Contract.**
6. Please list **CARTUS FINANCIAL CORPORATION as the Seller** on ALL documents related to the sale of the home.

7. Cartus Corporation has ordered preliminary title and deed preparations from our Regional Closing Office (RCO) Agent. This agent will also facilitate the local closing process once a sale is procured.

**Escrow Info: Cornerstone Title Company - 925-750-1040 - Escrow Officer is Ailyn Cruz.**

**Escrow #3650121-04292**

8. Feel free to contact either agent below for more information or to answer any of your questions prior to writing your offer or to obtain clarification regarding the process. We want to thank you for your time in reviewing the procedures and paperwork for this relocation sale. Following the process exactly is critical to the successful sale of the property for both parties involved. We thank you for your cooperation!

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# Cartus Contract Checklist (pg 2 of the Agent Contract Tool)

**CARTUS CANNOT SIGN A CONTRACT WITHOUT A COMPLETE CONTRACT PACKAGE**

Please contact your Cartus Representative with any questions or concerns. Thank you.

**Contract Negotiations MUST NOT be done via email! All negotiations must be VERBAL ONLY!**

1. All applicable pages of the **Third Party Contract** are complete. Signed, initialed, and dated by the buyer/co-buyer. Please be sure the property address is complete and accurate. Seller name on the contract must be **Cartus Financial Corporation**. This includes all Addendums, exhibits, etc.  
 Included  Pending Receipt
2. Was the Cartus State Contract Used? Y or N  
If NO, all applicable pages of the **Cartus Standard Addendum** are signed, initialed, and dated by the buyer/co-buyer. \* Only needed when Cartus Contract not used, (Independent Sale, TX, LA, CA, and No Repair Addendum replace the Standard Addendum)  
 Included  Pending Receipt  
 Cartus Contract or No Repair Addendum was used
3. If this contract is an 'AS IS' sale - the **Cartus No Repair Addendum** will be provided after contract submission.  
As - Is Sale:  Yes  No
4. **Seller's Real Estate Disclosure (SRED)** – This document lists all of the disclosures, receipts, and if applicable, any inspections completed or pending. This document must be initialed on the lines to the left of each listed item on page 1 & 2 and signed/dated by buyer(s) on page 3.  
 Included  Pending Receipt
5. The **Cartus Affiliated Business Disclosures** – This document disclosures all Cartus business relationships. Buyer(s) must sign and date the last page – Only the **last** page must be returned to Cartus.  
 Included  Pending Receipt
6. The **Non-Occupancy Disclosures** signed, initialed, and dated by the buyer/co-buyer. *Only applicable when states disclosure is required. Cartus stamped this as a Non-Occupant Owner. Exception to this rule is California. CA Property ID services this purpose.* The Non-Occupant Disclosure is Cartus' disclosure as seller of the property  
 Included  Pending Receipt  N/A
7. The Cartus **Lead Paint Addendum** is initialed and signed by the buyer(s) and the Listing Agent. The buyer(s) must initial next to #4 & #5 and check either A or B. The buyer(s) must then sign and date next to #8. The Listing Agent must initial next to #6 and sign and date next to #7. \* (Only needed when house is build prior to 1978).  
 Included  Pending Receipt  N/A
8. The **Pre-Qualification Letter** is on letterhead including the lender's contact information, and must reference either the sales price or property address being sold. If ≥ 90% financing, the letter must also reference the loan amount or LTV.  
*More than \$1 million* = the letter needs to have evidence that the lender evaluated & reviewed the buyers credit worthiness.  
 Included  Pending Receipt  N/A
9. **Proof of Funds (POF)** – If this is a CASH deal, we require POF to be on Financial Institution letterhead, include the buyer(s) name and support the full sales price. \*NOTE\* POF is also required if the buyer's down payment is \$100,000 or greater.  
 Included  Pending Receipt  N/A
10. **Earnest Money: Check** (included with contract) **or Wire** (within 3 days of contract execution) based on the purchase price.  
\$300,000 or less = minimum of \$1000.00  
Greater than \$300,000 - \$500,000 = minimum of \$5000.00  
Greater than \$500,000 - \$750,000 = minimum \$10,000  
Greater than \$750,000 = minimum 5% of sales price  
 Included & meets guidelines  Pending Receipt  
 Included, but does NOT meet guidelines, if checked  
Is this \$ Normal & Customary for this Sales Price? Y or N
11. If the buyer's are paying with CASH that is a 'gift', a **Gift Letter** is required. Please contact your Cartus representative for Cartus Gift Letter requirements.  
 Included  Pending Receipt  N/A
12. Attached is a copy of the **Buyer's buyer's contract and Pre-Qualification/Pre-Approval** if the sale is contingent on the buyer's home closing. To help ensure timely closing, Cartus encourages a minimum of 3 days between the buyers home closing and the Cartus closing. NOTE: Offers should not be contingent upon the buyer's home selling. Their contingent home must already be under contract.  
 Included  Pending Receipt  N/A

### **Important Reminders:**

- Cartus accepts Digital Signatures from Adobe Sign, AppFiles, DocuSign, Dotloop, Authentisign, SkySlope (provider DigiSign), ZipLogix DigitalInk (provider Signix), eSignOnline, and cTME ONLY.
- There can be no changes or strikeouts on the Cartus Standard Addendum or SRED.
- There can be no personal property listed in the contract (ex: furniture, pool table, lawn mower, etc.)
- Closing and possession must occur on the same day.



## Our Commitment To You

**Congratulations;** you've made an offer on a Cartus' relocation property! We're glad to have you as a buyer, and we want to make certain that your buying experience is as smooth and as easy as possible. Here are a few thoughts to help make sure that the trip to the closing table is a comfortable one.

We are the largest relocation company in the world, and our parent company, Realogy, is the leading franchisor of real estate brokerages in the world. We know real estate, and we know home sale.

And because we have more than 55 years of experience in real estate, you can be assured that we are taking every step possible to make sure that all requirements have been met and no issues have been left unexplored. Most Cartus homes are already "market ready": title issues have been resolved, the house is clean and has been inspected, and any identified defects have been repaired.

**You do need to know that there are some differences in a relocation transaction.**

While there's no difference in the types of information you'll need to supply for the home purchase, some of the forms are specific to Cartus and may contain more detail. Your agent will have all of the information about our forms and process. And, because we represent another party and may need to obtain approvals from them, there may be times when negotiations and answers to questions take just a little longer than expected. Please know that we are working diligently behind the scenes to get information to your agent as quickly as possible. And remember, as is normal and customary when buying a home, your agent represents you in the transaction and should be used as your primary resource to address any questions or concerns you may have.

If, however, you feel the need to contact us directly, please know that our Office of the President is available to assist you with any unresolved concerns, either by phone at 1.888.767.9357 or via email at [Officeofthepresident@cartus.com](mailto:Officeofthepresident@cartus.com).

**Our commitment: We want to sell the home to you just as much as you want to buy it!**

And because we want all parties involved to be happy with the outcome, that means doing it right. Elements of the home-sale process, such as inspections, repairs, and negotiations, can be complex and often nerve-wracking. Your lender might even want us to provide some of the paperwork unique to our procedures, and we are happy to work with them so they can process your new home mortgage. Our business is selling homes, and we are dedicated to handling each sale 100% properly so that you will be able to feel excited about moving in—and moving on—to a new phase of your life.

We encourage you to learn more about our company by visiting our website at [www.cartus.com](http://www.cartus.com), or by reading our [company blog](http://www.cartusblog.com) at [www.cartusblog.com](http://www.cartusblog.com), where our employees and guest posters write about the many facets of relocation.





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## ***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.**

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File #                   **3225440**

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Property Address:   **136 Avenida Espana**  
                              **San Jose, CA 95139**

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**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").**

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### **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](http://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

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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.

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 RPA-CA Revised 12/18 (or subsequent revision):**

If the attached Agreement is on the California Association of Realtors Form RPA-CA, Revised 12/18, or subsequent revision, the parties agree to the following revisions to such form:

1. Section 12 B. of said form is hereby deleted in its entirety and replaced with the following:

B. 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 Section 14 B of this Agreement. 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.

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In any case, Seller shall not be responsible for the quality of any repairs which may be required, and Buyer(s) 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.

2. Sections A, B, and C 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 by the following:

A. SELLER: Promptly following their availability, Seller will provide to Buyer the following items: Seller's Real Estate Disclosure, Preliminary (Title) Report, Condominium/Common Interest Subdivision Documents, other items required by applicable law, regulation or this Agreement.

B. BUYER HAS:

(1) 10 days from acceptance by Seller of the offer 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 14C. 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 following items 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 14C: Preliminary (Title) Report, Geologic/ Earthquake/Seismic/Flood/State Fire Responsibility Zones/Areas Disclosures, Known Seismic Deficiency Disclosures, Condominium/Common Interest Subdivision Documents. Governmental Compliance Disclosures, Well System reports furnished by Seller.

C. **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) **SELLER'S REAL ESTATE DISCLOSURE OR MELLO-ROOS DISCLOSURE:** If the Seller's Real Estate Disclosure Statement or Mello-Roos disclosure notice, or a supplemental or amended disclosure is delivered to Buyer after this offer is signed, Buyer shall have the right to terminate this Agreement within 3 days after delivery in person, or 5 days after delivery by deposit in the mail, by giving written notice of termination to Seller or Seller's agent.

(4)  **REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached 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.

3. Section 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.

4. Section 10. A. (7) 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.



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5. Section 16 is amended to provide that Seller will provide to Buyer bids and invoices for repairs, but shall not be required to provide paid receipts.

**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.

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Buyer \_\_\_\_\_ Date: \_\_\_\_\_

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Seller: **Cartus Financial Corporation** Date: \_\_\_\_\_

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Co-Buyer \_\_\_\_\_ Date: \_\_\_\_\_



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## APPRAISAL ADDENDUM FOR SALES CONTRACTS

### Attention Listing Agent

Please incorporate the attached addendum into the sales contract when negotiating offers that are **10% or above** the **Broker Market Analysis Most Probable Sales Price** value you submitted to Cartus.

If you did not submit a Broker Market Analysis to Cartus, use the current LIST PRICE of the home as your baseline. Any contract received that is 10% or above the current list price should include the addendum.

CASH offers that DO NOT have an appraisal condition are exempt

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# Appraisal Addendum

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

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File #                      3225440

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Property Address:        136 Avenida Espana  
                                  San Jose, CA 95139

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**This Addendum supersedes and overrides any conflicting clauses or statements in the attached Agreement and Standard Addendum.**

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In the event that the Property does not appraise for the contract sales price, Buyer(s) agree to pay the difference between sales price and appraised value in cash (the "Difference").

Buyer(s) agree to bring the Difference in cash to closing to cover the Difference; and is providing proof of funds reflecting \$ \_\_\_\_\_ of the Difference along with this Addendum. If the Difference is greater than that the amount listed, Buyer(s) will submit proof of funds for the remaining amount of the Difference upon request of Seller. Failure of Buyer(s) to submit the second proof of funds or bring the full cash equal to the Difference to closing shall constitute a Buyer Default and Seller shall be entitled to receive Buyer(s) earnest money and recover any attorney fees and expenses needed to recover such earnest money.

Seller:

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Buyer                      Date:

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By                                      Date:

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Co-Buyer                      Date: