TULE RIVER
HOMEBUYER EARNED EQUITY AGENCY

# Assignment and Amendment Addendum to Purchase & Sale Agreement

The following is incorporated into the purchase and sale agreement ("Agreement") dated _____ between _____ ("Homebuyer") and _____ ("Seller") concerning _____ ("The Property"). This Addendum is required to facilitate financing for the purchase of the Property through the Earned Equity Program ("EEP").

IT IS AGREED BETWEEN THE HOMEBUYER AND SELLER AS FOLLOWS:

This Addendum shall be included in the Agreement where Homebuyer is utilizing the DreamBuilder program for financing the purchase of The Property.

By signing below, Homebuyer assigns all of its rights and interest in the Agreement to Tule River Homebuyer Earned Equity Agency ("TRHEEA"). Seller consents to such assignment by the Homebuyer with its signature on the line provided below. This Assignment shall be effective on the date accepted by TRHEEA as noted below.

Notwithstanding the foregoing,, (i) this Addendum is subject to the Homebuyer qualifying for and executing the Homeownership Agreement for the Property, (ii) if there is a change in the Homebuyer circumstances and the Homebuyer no longer qualifies for the Homeownership Agreement or the Homebuyer refuses to execute the final Homeownership Agreement, this Addendum shall be void and the maximum liability for TRHEEA's non-performance shall be the forfeiture of any earnest money, and (iii) this Addendum shall be effective only upon acceptance by TRHEEA as evidenced by affixing their signature below.

In addition to the assignment, the Homebuyer and Seller agree to the following additional terms:

1) To accommodate timing for document signing and recording, closing may occur within three (3) business days of the agreed upon closing date specified in the Agreement.
2) Seller agrees that any unused Seller paid closing costs or concessions not used by TRHEEA at closing (or not permitted to be used by TRHEEA's lender) shall be disbursed by the closing agent/escrow after closing and applied towards the Homebuyer's housing obligations under TRHEEA's Homeownership Agreement (the "Homeownership Agreement") as invoiced by TRHEEA.
3) Homebuyer earnest monies on deposit shall be transferred into the name of TRHEEA and applied to the loan and toward the DreamBuilder financing costs.
4) If the Homebuyer fails to use the DreamBuilder program to purchase the Property for any reason, this addendum and the assignment herein shall be void ab initio.

ALL OTHER TERMS OF SAID AGREEMENT SHALL REMAIN UNCHANGED.

AGREED by Homebuyer and Seller:

Homebuyer: _____ Date: _____

Homebuyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

ACCEPTED by Tule River Homebuyer Earned Equity Agency:

By: _____ Date: _____

EQUAL HOUSING OPPORTUNITY

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