

## ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

The Real Estate Purchase Contract ("Agreement"), to which this Addendum is attached and incorporated into by this reference, is hereby modified and amended as follows, notwithstanding any provision of the Agreement to the contrary:

- 1) **CONDITION OF TITLE:** If for any reason whatsoever title in the manner set forth herein cannot be conveyed by Wells Fargo Bank, N.A., in its fiduciary capacity, Wells Fargo Bank, N.A., in its fiduciary capacity, shall have the right to withdraw from the transaction, and shall be released from all liability hereunder.
- 2) \_\_\_\_\_ **[CHECK IF APPLICABLE] PROBATE SALE:** This is a probate sale subject to the provisions of the Probate Code and the Probate Court having jurisdiction over the Property and is subject to overbid and court confirmation. Failure to obtain Court approval will render this Agreement null and void, without any liability by Wells Fargo Bank, N.A., in any capacity, and the Deposit will be promptly returned to Buyer. Wells Fargo Bank, N.A., in its fiduciary capacity, and attorney for the estate reserve the right to accept or reject any offer.
- 3) **EXCULPATION OF WELLS FARGO BANK, N.A.:** It is understood and agreed that Wells Fargo Bank, N.A. is executing this agreement in its fiduciary capacity only and Wells Fargo Bank, N.A., in all capacities, and Wells Fargo Bank, N.A.'s affiliates, shareholders, officers, directors, employees and agents are not and shall not be liable hereunder, directly or indirectly, except for willful misconduct, under or by execution of this Agreement. The rights and claims of Buyer as against Wells Fargo Bank, N.A., in any capacity, shall be limited exclusively to such rights as Buyer may have against the trust or other estate or entity represented herein by Wells Fargo Bank, N.A. Any liability of Wells Fargo Bank, N.A., in any capacity (including without limitation Wells Fargo Bank, N.A.'s shareholders, officers, directors, affiliates, agents, and employees) to Buyer or any other person shall be limited to the estate of the trust or other estate or entity represented herein by Wells Fargo Bank, N.A. in the Property. Buyer or any other person claiming through Buyer agrees to look solely to such interest for the recovery of any judgment against Wells Fargo Bank, N.A., in any capacity. It is the intent of the parties that neither (a) any other trust or other estate or entity represented by Wells Fargo Bank, N.A., (b) said trustees or beneficiaries or officers of those other trusts, estates or entities nor (c) any other assets of any other trust or other estate or entity represented by Wells Fargo Bank, N.A. or its trustees or beneficiaries shall be liable for any such judgment.

BUYER EXPRESSLY WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

- 4) **APPROVALS:** The obligations of Wells Fargo Bank, N.A., in its fiduciary capacity, under this Agreement are expressly contingent upon obtaining court approval, if required, and approval of the required management persons or committee at Wells Fargo Bank, N.A., and all other owners of interests in the Property, if any.

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- 5) **AMENDMENTS:** This Agreement cannot be altered, amended or modified in any way except in a writing signed by the party against whom such enforcement of such alteration, amendment or modification is sought.
- 6)        **[CHECK IF APPLICABLE] MULTIPLE OWNERS:** The undersigned other owners each agree to perform in accordance with this Agreement. In the event any such other owner fails to perform his, her or its obligations under this Agreement, such defaulting other owner agrees to hold harmless and indemnify all other owners for and against any and all claims, liabilities, or expenses of any kind whatsoever which such other owners may incur as a result of such failure to perform.
- 7) **FINANCING WITH WELLS FARGO BANK, N.A.:**

**Buyer to initial as applicable:**

Buyer        does /        does not intend to finance the purchase of the Property through Wells Fargo Bank, N.A. Buyer agrees to inform Wells Fargo Bank, N.A. of any change in financing plans. If financing is ultimately obtained through Wells Fargo Bank, N.A., this sale is contingent on approval of such financing by appropriate parties.

- 8) **ADDITIONAL TERMS AND CONDITIONS:** This Agreement is subject to the following terms and conditions:
- a) The Property, including all fixtures and any personal property, is being purchased by Buyer in its "AS IS" condition, without any express or implied warranties. Buyer waives any and all obligations or claims based on any patent or latent defects. Any documents or information furnished to Buyer is furnished as a courtesy only and is furnished without any warranty or representation whatsoever. Buyer hereby represents that Buyer or Buyer's agent will inspect the Property to the full extent deemed appropriate to be satisfied with and to accept its condition, including without limitation all matters relating to land use restrictions, structural matters, soil conditions, hazardous materials and environmental conditions.
  - b) Buyer is not relying on any acts, including any written or oral statements, by Wells Fargo Bank, N.A., in any capacity, or any person acting on Wells Fargo Bank, N.A.'s behalf, in submitting Buyer's offer, but rather is relying solely on his, her or its own independent investigation of the Property.
- 9) **DISCLOSURE:** California Civil Code §1102.1 states that the article requiring the statutory Real Estate Transfer Disclosure Statement specified in Civil Code §1102.6 does not apply to "(d) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."

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### 10) WELLS FARGO BANK, N.A. ("WELLS FARGO") AFFILIATION AND CONTROL PERSON.

**Buyer to initial as applicable:**

Buyer and/or Buyer's spouse, or any of their relatives living at the same address, ☐ is / ☐ is not an employee or "control person" of Wells Fargo or any affiliate, subsidiary or parent of Wells Fargo. A "control person" includes a director, policy-making officer, or 10% stockholder.

### 11) WELLS FARGO BANK AFFILIATE BUSINESS ENTITY.

**Buyer to initial as applicable:**

Buyer ☐ is / ☐ is not a business, subsidiary, parent, affiliate, or agent acting on behalf of a business, subsidiary, parent or affiliate of Wells Fargo.

### 12) ERISA MATTERS.

**Buyer to initial as applicable:**

Buyer ☐ is / ☐ is not an "employee benefit plan" (a "Plan") as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), an asset of such a Plan, or a person acting for the benefit of such a Plan. Buyer represents, warrants, and covenants that:

- a) the purchase of the Property will not be prohibited under Section 406 of ERISA, Section 4975 of the Internal Revenue Code of 1986, as amended (the "IRC"), or any other rule, regulation, policy, procedure, judgment or order that is similar to Title I of ERISA or Section 4975 of the IRC;
- b) to the extent that any assets of the Buyer are treated as an asset of a Plan, (i) any such Plan's interest in the Buyer is managed by a "QPAM" as defined in Section VI(a) of U.S. Department of Labor Prohibited Transaction Class Exemption 84-14 (the "QPAM Exemption"), (ii) neither Wells Fargo nor any its "affiliates" (within the meaning of Section VI(c) of the QPAM Exemption) has the authority to appoint or terminate any such QPAM or negotiate the terms of any management agreement between any such employee benefit plan and any such QPAM, (iii) Wells Fargo is not any such QPAM and is not "related" (within the meaning of Section VI(h) of the QPAM Exemption) to any such QPAM, and (iv) such QPAM is responsible for exercising independent judgment in evaluating the transactions reflected in the Agreement and this Addendum;

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- c) neither Wells Fargo nor any of its affiliates are acting as a fiduciary within the meaning of Section 3(21)(A) of ERISA in respect of any of the assets of Buyer that are involved in the Agreement or this Addendum; and
- d) neither Wells Fargo nor any of its affiliates have any responsibility for governing or overseeing the conduct of the Buyer or any QPAM and all decisions have been the result of arms' length negotiations between the parties.

### SELLER:

### BUYER(S):

Wells Fargo Bank, N.A. as Successor  
Trustee of the Ivor J. Nazareth Living  
Trust dated July 1, 1998

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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