

This instrument was prepared
by and after recording return
to:

Tule River Agent
1234 Main Street
West Jordan, UT 84088

For the property located at:

«Street»

«City», «State» «Zip»

Property Tax ID #:

«Tax_Parcel_ID»

Above space for Recorder's Use Only

EARNED EQUITY PROGRAM

ADDENDUM TO HOMEOWNERSHIP AGREEMENT

**Tule River Homebuyer Earned Equity Agency, a Subsidiary of a Subsidiary of a Section 17 Corporation,
as Agency**

_____ as Homebuyer(s)

«Street»

«City», «State» «Zip»

THIS ADDENDUM TO HOMEOWNERSHIP AGREEMENT (“Addendum”), effective as of _____, 20____ (the “**Effective Date**”) is made between and among (i) Tule River Homebuyer Earned Equity Agency (“**Agency**”), whose address is 31071 CA-190, Porterville, CA 93257, (ii) «Tenant_1» «And_2» «Tenant_2» (“**Homebuyer(s)**”) whose address is «Street», «City», «State» «Zip» and (iii) _____ (“**Co-Owner**”). Collectively, Agency, Homebuyer(s) and Co-Owner shall be referred to as the “**Parties**”.

WHEREAS, Homebuyer(s) is/are all of the identified Homebuyers in that certain Earned Equity Program Homeownership Agreement dated _____, 20____ (the “**Homeownership Agreement**”; all initially capitalized terms not otherwise defined herein shall have the same meaning as in the Homeownership Agreement) between Agency and Homebuyer(s) with respect to that certain real property located in «City», «State» is as more particularly described in Exhibit A hereto (the “**Property**”);

WHEREAS, Homeowner(s) desires to share the rights of ownership to the Property provided pursuant to the Homeownership Agreement with Co-Owner and has submitted information and assurances in support of an application to Agency to add Co-Owner to the Homeownership Agreement in accordance with Agency's application submission process (the "**Co-Owner Application Materials**").

WHEREAS, in reliance on the Co-Owner Application Materials, Agency is willing to add Co-Owner to the Homeownership Agreement in accordance with the terms of this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agency, Homebuyer and Co-Owner hereby enter into this Addendum to the Homeownership Agreement on the terms and conditions set forth herein.

1. **Addition of Co-Owner to Homeownership Agreement.** Agency and Homebuyer(s) agree that, upon the Effective Date, Co-Owner shall be added as a Homebuyer to the Homeownership Agreement for all purposes. Co-Owner accepts and agrees to assume all rights, obligations, and liabilities of a Homebuyer under the Homeownership Agreement, including, without limitation, (i) the obligation to pay all fees, costs and expenses of the Homeownership Agreement and maintenance and repair of the Property, (ii) the right and duty to provide Agency with information and directions on behalf of Homeowner(s), (iii) the ability to make decisions regarding the Property and Homeownership Agreement, (iv) the right and duty to obtain and provide servicing information in connection with the Homeownership Agreement including information on payments and to discuss and address default issues.
2. **Consent to Record and POA.** The Parties consent to recording this Addendum and/or a memorandum hereof. Co-Owner and Homebuyer(s) each agree to execute a recordable power of attorney in the favor of Agency in the form of Exhibit B hereto to facilitate administration of the Property and to enable Agency to exercise its rights upon default against all Homebuyer(s) pursuant to the Homeownership Agreement.
3. **Acknowledgements and Warranties.** Homebuyer(s) and Co-Owner represent, warrant, acknowledge, and agree as follows:
 - a. Joint and Several Liability. Liability to Agency for all fees, costs and expenses arising under the Homeownership Agreement shall be joint and several regardless of any agreement among Co-Owner and Homebuyer(s) to the contrary. Co-Owner acknowledges receiving a copy of the Homeownership Agreement.
 - b. Co-Owner Application Materials True. All of the Co-Owner Application Materials are true, complete and correct and do not misstate a material fact. Co-Owner acknowledges receipt of consumer disclosures relative to the Homeownership Agreement.
 - c. Signatures Authentic. The signatures and contact information of Homebuyer(s) and Co-Owner below are genuine.
 - d. No Unilateral Revocation. This Addendum and the ownership rights and duties created and granted hereby may not be revoked without an amendment duly signed by all Parties. Agency shall have no obligation to remove any Co-Owner from the Homeownership Agreement upon request of Homebuyer(s) or to remove any Homebuyer(s) upon request of Co-Owner.

- e. **No Legal Advice.** Agency has provided no legal advice or counsel to Homebuyer(s) or Co-Owner in connection with the rights and obligations created by this Addendum. Specifically, no advice concerning forms of ownership, rights of foreign nationals, marital rights, or immigration laws or status have been provided by Agency or its representatives. Homebuyer(s) and Co-Owners shall seek and obtain legal counsel independently with licensed and otherwise qualified attorneys for such advice.
- 4. **Release and Indemnification.** Homebuyer and Co-Owner release Agency, its employees, representatives, and assigns from all liability in connection with actions taken in reliance upon directions from any Homebuyer(s) including Co-Owner that conflict in any way with any other Homebuyer(s)' intentions or interests, it being expressly understood that Co-Owner have the full right to represent Homebuyer(s)' interests and Homebuyer(s) shall have the full right to represent Co-Owner in any communication with Agency regarding the Homeownership Agreement.
- 5. **Ratification.** Except as expressly amended by this Addendum, all other terms and conditions of the Homeownership Agreement remain in full force and effect and are ratified by the Parties.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Agency, Co-Owner and Homebuyer(s) have hereby executed this Addendum as of the Effective Date.

AGENCY/GROUND LESSOR:

Tule River Homebuyer Earned Equity Agency, a wholly owned section 17 subsidiary of Tule River Finance, wholly owned by Tule River Economic Development Corporation, a federally chartered section 17 corporation, wholly owned by the Tule River Tribe of California

By: _____

Name: **«EEA Signer»** for Tule River Homebuyer Earned Equity Agency

Title: Property Acquisitions & Leasing Specialist

[insert local acknowledgment form]

HOMEBUYER/CO-OWNER/LESSEE:

Co-Owner

an individual living in **«State_2»**

« Homebuyer_1 »

an individual living in **«State_2»**

« Homebuyer_2 »

an individual living in **«State_2»**

[insert local acknowledgment form]

EXHIBIT A

Legal Description of Property

«Legal_Description»

SAMPLE

EXHIBIT B

Form of Power of Attorney

SAMPLE