



ASSIGNMENT OF AGREEMENT AMENDMENT

(C.A.R. Form AOAA, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other, dated _____, ("Agreement"), on property known as 6477 Meadowridge Dr., Santa Rosa, CA 95401 ("Property"), between Maria Tantum, Mike Tantum ("Buyer") and John Monk, Lisa Monk ("Seller"). Buyer and Seller are referred to as the "Parties."

In consideration, of the covenants contained herein, Buyer hereby assigns to assignee and assignee accepts the assignment, subject to Seller's consent if required by the Agreement, of all or a partial interest of Buyer's right, title, and interest under the Agreement, including without limitation, the right, title, and interest in any deposit or down payment upon the following terms and conditions:

1. Partial or Total Assignment:

A. ☐ **Partial Assignment (Adding a buyer):** Buyer is adding the Assignee(s) named below to the Agreement and granting to such Assignee(s) a partial interest in the Agreement.

OR B. ☒ **Total Assignment (New buyer(s) replaces all original Buyers):** Buyer is assigning all of Buyer's interest in the Agreement to the Assignee(s) named below.

OR C. ☐ **Other Assignment (Replacing a Buyer and at least one original Buyer remaining; or Deleting a Buyer):** _____ (buyer(s) being removed) is assigning all of that buyer(s) interest in the Agreement to the new or remaining buyer(s) (Assignee(s)) named below.

D. **Assignee(s) Names:** Martha Tantum

E. ☐ Assignee is Buyer's own trust or a wholly-owned entity of Buyer.

2. **Prior Documents:** Assignee shall initial the first page of each document and Deliver to Seller all of the transaction documents previously approved by Buyer including, but not limited to, all contract documents, inspection reports, pamphlets, advisories, and disclosures ("Prior Documents") within the time specified below. Unless Otherwise Agreed, Assignee acknowledges that all time frames in the Agreement remain the same and no additional time shall be provided for any matter including, but not limited to, investigation, review of documents, or Close Of Escrow.

A. DELIVERY OF PRIOR DOCUMENTS:

(1) **Prior Documents already delivered to Assignee:** Assignee acknowledges that Buyer has already provided Assignee all Prior Documents.

OR (2) ☐ **Prior Documents not yet delivered to Assignee:** Seller shall Deliver to Buyer and Assignee a seller-signed copy of this Assignment of Agreement Addendum ("Assignment"). Upon receipt of the seller-signed Assignment, Buyer shall immediately Deliver to Assignee all Prior Documents.

B. **PREQUALIFICATION OR PREAPPROVAL OF ASSIGNEES:** Assignee has been prequalified or preapproved by Buyer's lender as per the Agreement and a copy is attached. This requirement applies even if 1E is checked.

C. TIME TO RETURN ASSIGNEE-INITIALED PRIOR DOCUMENTS:

(1) Initialed copies of all Prior Documents are attached to this Assignment.

OR (2) ☒ Assignee shall Deliver initialed copies of all Prior Documents to Seller within **3 (or _____) Days** after Seller Delivers to Assignee a Signed Copy of this Assignment.

(3) If 1E is checked, Delivery and Return of Prior Documents is not required because Assignee is Buyer's own trust or a wholly-owned entity of Buyer.

D. **EFFECT OF FAILURE TO RETURN OR ATTACH DOCUMENTS:** Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Assignment and the Assignment shall have no further force and effect:

(1) **Prior Documents:** If Assignee does not Deliver to Seller all Prior Documents within the time specified in 2C.

(2) **Prequalification or preapproval:** If Assignee does not attach same prequalification or preapproval from Buyer's lender as required by Buyer.

3. Consideration for Assignment:

A. ☒ Buyer has received or will receive consideration from Assignee in the amount of **\$5,000.00** (or ☐ _____).

B. ☐ Buyer has not received and will not receive any monetary consideration from Assignee for this Assignment.

4. Assignee represents for the benefit of Seller that Assignee ratifies and approves as Assignee's own acts all prior approvals and acts of Buyer pursuant to the Agreement up to and including the date of this Assignment.

5. Assignee assumes and agrees to perform and observe all of the obligations and covenants of Buyer in the Agreement to be performed after the date of this Assignment.

6. Buyer acknowledges and agrees that, notwithstanding Seller's agreement to this Assignment, Buyer is not released from any obligations or covenants under the Agreement.

7. Other terms: _____

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8. Without releasing Buyer from any obligations or covenants under the Agreement and preserving all rights and remedies under the Agreement, in consideration of the covenants contained herein, Seller consents to the foregoing Assignment.
9. The parties acknowledge and agree that they have been advised to review this Assignment with a qualified California real estate attorney and/or accountant prior to signing this Assignment. The Brokers and agents make no representation as to the propriety, adequacy, legality or tax consequences of this Assignment.

By signing below, Buyer assigns the Agreement to Assignee, and Assignee accepts the assignment from Buyer, and Buyer and Assignee, acknowledge that each has read, understands, received a copy of and agrees to the terms of this Assignment of Agreement Amendment.

Buyer **Maria Tantum**

Date

Buyer **Mike Tantum**

Date

☐ **ENTITY ASSIGNEE: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

- (1) One or more Assignees is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or ☐ Other: _____.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to Seller and Escrow Holder, within **3 Days** of signing, evidence of authority to act in that capacity.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) If a trust, identify Assignee as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

ASSIGNEE SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of ASSIGNEE: **Martha Tantum**

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable: _____

(Signature) By, _____ Date: _____

Printed name of ASSIGNEE: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable: _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA)

By signing below, Seller consents to the assignment and acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Assignment of Agreement Amendment.

Seller **John Monk**

Date

Seller **Lisa Monk**

Date

ASSIGNMENT NOT ACCEPTED: _____ / _____. This assignment was **NOT** accepted by Seller on _____ (date).
Seller Initials

Seller's right to disapprove an assignment, if applicable, is established in the Agreement.

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