

FINANCING AGREEMENT

The Undersigned, identified as Buyer and Seller, agree to amend and modify that certain Sales Agreement/Reservation dated 7/28/07 between them for the purchase of Lot # 21, Tract # 31664 in the city of Cornell, County of Riverside, California, by addition of the following:

In the event Buyer elects to obtain outside financing, there will be no cost to the Seller under any and all loan programs. Due to the seller costs involved with government finance programs, the Seller will not accept any FHA/VA/CalVet/ CalHEAL loans with an Outside Lender.

Buyer will comply with the following terms and conditions:

1. Within five (5) working days of the Sales Agreement/Reservation, Buyer will deliver to the Seller: The name, address and telephone number along with the names of the Loan Officer and Loan Processor of the Outside Lender where the loan is in process.
2. Buyer shall obtain a Credit Approval letter (not a "Pre-Qual") within fourteen (14) days of the date of the Sales Agreement/Reservation from the selected Outside Lender. The Credit Approval will state that the Buyer is approved to buy the subject property based on their credit score, income and funds to close and Lender is prepared to fund the loan upon receipt of the city final on the subject property.

Non-compliance of the above condition within fourteen (14) days of original Sales Agreement/Reservation will cause Seller to consider the sale/reservation in default upon which the Seller may issue cancellation instructions to the Buyer. Buyer should be aware that he is responsible for any costs that may have been incurred from the Escrow Company and possibly from the Outside Lender.

3. Buyer shall authorize Outside Lender to communicate with Seller regarding loan status at all times.
4. Seller shall require a letter from Lender or Underwriter's Final Loan Approval, with conditions listed within thirty (30) calendar days after Buyer signs applicable Reservation or Sales Agreement. Said approval letter will be required sooner on escrows less than 45 days to prevent closing delays.
  - a.) Seller will not release flooring order/installation without said letter.
  - b.) Buyer is aware that they may not close escrow or take possession before flooring is complete and a Customer Service Walk-Through performed. Recordation of deed(s) must occur prior to Buyer receiving keys.
5. Buyer is required to notify and obtain written approval from Seller and provide an Underwriter's Final Loan Approval to change to an alternate Outside Lender.
6. In any case, loan documents must be received in escrow fourteen (14) days prior to the Seller's estimated close of escrow date to prevent closing delays. This would require Buyer to lock their loan rate at least twenty (20) days prior to close of escrow.  
Important: If loan documents are not received by First American Title Co. fourteen (14) days prior to the estimated close of escrow, Buyer will incur a \$500 late charge.
7. If Buyer fails to close escrow on or before Seller's estimated close of escrow date or upon receipt of Notice of Completion, Buyer agrees to pay Seller a penalty of \$300 per day beginning with said closing date through the final close of escrow date. Buyer agrees to deposit penalty amount in escrow prior to closing. This penalty applies to CWKBHL and Outside Lenders transactions.
8. Buyer is aware that escrow is to close in accordance with the terms and conditions set forth in the Sales Agreement and shall work diligently with the Lender and Seller to effect a timely close of escrow.

All other terms and conditions remain the same.

[Signature]  
Buyer

7/28/07  
Date

[Signature]  
Buyer

7/28/07  
Date

\_\_\_\_\_  
Sales Representative

\_\_\_\_\_  
Date