

RESALE CONTRACT SUPPLEMENTAL ADDENDUM  
LA QUINTA RESORT HOME – SPA VILLA  
DISCLOSURE REGARDING FIRST RIGHT OF REFUSAL

BUYER: \_\_\_\_\_

SELLER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

1. Seller hereby delivers to Buyer and Buyer acknowledges receipt of a copy of that certain Agreement of Right of First Refusal (The RFR Agreement) between Seller and Las Casitas Corporation (“LCC”).
2. A Memorandum of the RFR Agreement recorded against the Property should be disclosed as an exception to title in the Preliminary Title Report prepared by the title company.
3. Buyer understands and acknowledges that under the terms of the RFR Agreement:
  - a. Seller is obligated to present written Offer notice (as defined in the RFR Agreement) to LCC;
  - b. LCC has ten (10) business days from the date of receipt of the Offer Notice to accept the Offer notice;
  - c. If LCC does not accept the Offer notice within the allotted time, Seller is permitted to consummate the transaction with the Buyer; and
  - d. The Property will remain subject to the terms of the RFR Agreement for a term of ninety-nine (99) years from the date of the RFR Agreement unless purchased by LCC.
4. Buyer agrees that upon Close of Escrow on the Property by Buyer, Buyer will comply with the terms and conditions of the RFR Agreement including, but not limited to, providing LCC with the delivery address of the Buyer for Notices.

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

\_\_\_\_\_  
Date Signed by Seller

\_\_\_\_\_  
Date Signed by Buyer