

# **EXHIBIT 2**

**ADDENDUM TO CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

THIS ADDENDUM TO CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Addendum**"), dated November \_\_, 2011, is entered into by and between Glenn R. Ducat, TTEE ("**Buyer**") and Thomas Hebrank, as "**Receiver**" for Copeland Wealth Management, a Real Estate Corporation ("**Seller**").

RECITALS:

WHEREAS, Seller and Buyer have entered into that certain California Residential Purchase Agreement and Joint Escrow Instructions dated as of October 4, 2011 (the "**Original Purchase Agreement**"), whereby Seller agreed to sell to Buyer certain real property (the "**Property**") located at 222 North Calle El Segundo #528, Palm Springs, California 92262, as the Property is more particularly described in the Original Purchase Agreement. The Original Purchase Agreement was subsequently amended by (i) that certain Counter Offer No. 1 dated as of October 5, 2011 ("**Counteroffer**"), (ii) that certain Request for Repair No. 1 last signed by Buyer on October 26, 2011 ("**Request for Repair**") and (iii) that certain Contingency Removal No. 1 dated October 26, 2011 ("**Contingency Removal**"). The Original Purchase Agreement, as amended by the Counteroffer, the Request for Repair and the Contingency Removal may be referred to herein as the "**Purchase Agreement**." Seller was incorrectly referred to in the Purchase Agreement as CWM Real Estate instead of more accurately as Copeland Wealth Management, a Real Estate Corporation; and

WHEREAS, Seller and Buyer desire to enter into this Addendum to modify the Purchase Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, Buyer and Seller hereby agrees as follows:

TERMS:

1. Defined Terms. Any term or phrase capitalized but not defined in this Addendum shall have the meaning given to such term or phrase in the Original Purchase Agreement.

2. Condition Precedent to Closing. It shall be a condition to Seller's obligation to close the transaction contemplated by the Purchase Agreement that the United States District Court for the Central District of California has entered an order authorizing the Receiver to proceed with the sale of the Property as set forth in the Purchase Agreement as amended by this Addendum ("**District Court Authorization**"). If the District Court Authorization has not occurred on or before December 31, 2011, then Seller or Buyer may thereafter elect to terminate the Purchase Agreement at any time prior to the occurrence of the District Court Authorization. Notwithstanding anything to the contrary in the Purchase Agreement, the Close of Escrow shall occur within three (3) business days following the District Court Authorization.

3. As-Is. Prior to the Close of Escrow, Seller shall replace the smoke detectors in the Property and brace the water heater at the Property (collectively, "**Seller's Work**"). AS A MATERIAL PART OF THE CONSIDERATION FOR SELLER ENTERING INTO THIS ADDENDUM AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PURCHASE AGREEMENT, EXCEPT FOR THE COMPLETION OF SELLER'S WORK, BUYER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, AND WITHOUT RECOURSE OF ANY NATURE TO SELLER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THE PURCHASE AGREEMENT AND SHALL NOT BE MERGED INTO ANY DOCUMENTS, EXECUTED OR DELIVERED AT CLOSING.

4. Miscellaneous. This Addendum may be executed in counterparts and signatures may be exchanged by electronic mail or facsimile. Except as set forth in this Addendum, the Purchase Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Seller and Buyer have executed this Addendum as of the date set forth above.

"BUYER"

"SELLER"

THOMAS HEBRANK,  
AS RECEIVER FOR COPELAND WEALTH  
MANAGEMENT, A REAL ESTATE CORPORATION

  
\_\_\_\_\_  
GLENN R. DUCAT, TTEE

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

Name: Thomas Hebrank

Title: Receiver

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AS RECEIVER FOR COPELAND WEALTH  
MANAGEMENT, A REAL ESTATE CORPORATION

\_\_\_\_\_  
GLENN R. DUCAT, TTEE

By:   
Name: Thomas Hebrank  
Title: Receiver