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SCHEDULE 13D/A  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
RULE 13d-2(a)  
(Amendment No. 1)\*

Homestore.com, Inc.

-----  
(Name of Issuer)

Common Stock, Par Value \$0.001 Per Share

-----  
(Title of Class of Securities)

437852106

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(CUSIP Number)

Eric J. Bock, Esq.  
Senior Vice President - Law and Corporate Secretary  
Cendant Corporation  
9 West 57th Street  
New York, NY 10019  
Telephone: (212) 431-1836

-----  
(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)

June 5, 2001

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(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule  
13G to report the acquisition that is the subject of this Schedule 13D, and  
is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d- 1(g),  
check the following box /\_/.

Note: Schedules filed in paper format shall include a signed  
original and five copies of the schedule, including all exhibits. See Rule  
13d-7(b) for other parties to whom copies are sent.

\*The remainder of this cover page shall be filled out for a  
reporting person's initial filing on this form with respect to the subject  
class of securities, and for any subsequent amendment containing  
information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall  
not be deemed to be "filed" for the purpose of Section 18 of the Securities  
Exchange Act of 1934, as amended (the "Act") or otherwise subject to the  
liabilities of that section of the Act but shall be subject to all other  
provisions of the Act (however, see the Notes).

CUSIP No. 437852106

13D

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1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  
CENDANT CORPORATION (I.R.S. IDENTIFICATION NO. 06-0918165)  
-----  
2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) /\_/  
(b) /\_/  
-----  
3 SEC USE ONLY  
-----  
4 SOURCE OF FUNDS  
00  
-----  
5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS /\_/  
REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  
-----

DELAWARE

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  18,131,543
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  18,131,543
	10	SHARED DISPOSITIVE POWER  - 0 -
<hr/>		
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  18,131,543	
<hr/>		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
<hr/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  16.9%	
<hr/>		
14	TYPE OF REPORTING PERSON CO	
<hr/>		

\* The shares of Homestore.com, Inc. common stock beneficially owned by Cendant Corporation are held of record by Cendant Membership Services Holdings, Inc., a wholly-owned subsidiary of Cendant Corporation.

This Amendment No. 1 amends and supplements the Statement on Schedule 13D filed with the Securities and Exchange Commission on February 26, 2001 (the "Statement"). Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Statement. Except as disclosed herein there has been no change in the information previously reported on Schedule 13D.

Item 5. Interest in Securities of the Issuer.

Item 5 of this Schedule 13D is amended as follows:

(a) Cendant beneficially owns 18,131,543 shares of Homestore Common Stock through its wholly owned subsidiary Cendant Membership Services Holdings, Inc. ("CMS"). Based on the 107,490,834 shares of Homestore Common Stock that were issued and outstanding as of April 30, 2001, the 18,131,543 shares beneficially owned by Cendant represented 16.9% of the issued and outstanding shares of Homestore Common Stock on such date.

(b) Cendant has the sole power to vote or direct the voting of the shares of Homestore Common Stock and the sole power to dispose of, or to direct the disposition of, the shares of Homestore Common Stock.

(c) (i) On June 13, 2001, CMS transferred 58,198 shares of Homestore Common Stock to R.R. Donnelley & Sons Company ("Donnelley"), the record owner of 159,795 shares of Cendant common stock designated as Move.com Tracking Stock, par value \$0.01 per share ("Tracking Stock"), in exchange for one-half of such shares of Tracking Stock held by Donnelley. On June 20, 2001, CMS transferred an additional 58,197 shares of Homestore Common Stock to Donnelley in exchange for the remaining 79,897 shares of Tracking Stock held by Donnelley.

(ii) On June 12 and June 14, 2001, respectively, CMS transferred in the aggregate 374,000 shares of Homestore Common Stock to Chatham Holdings, LLC, a Delaware limited liability company ("Chatham"), in connection with an earlier agreement between Cendant, Cendant Finance Holding Corporation ("Cendant Finance"), WMC Finance Co. and Apollo Investment Fund III, L.P. (the "Chatham Stock Purchase Agreement"), pursuant to which

Cendant repurchased 1,561,000 shares of Tracking Stock and warrants to acquire 1,561,000 shares of Tracking Stock in exchange for 2,606,342 shares of Series E Cumulative Senior Preferred Stock of WMC Finance Co.

(iii) On June 5, 2001, CMS transferred 1,164,048 shares of Homestore Common Stock to LDIG Move, Inc. ("LDIG Move"), a wholly owned subsidiary of Liberty Digital, Inc. ("Liberty"), the record owner of 1,598,030 shares of Tracking Stock, in exchange for all the shares of Tracking Stock held by LDIG Move.

(iv) On March 30, 2001, in connection with a recapitalization of Travel Portal, Inc. ("Travel Portal"), in which Travel Portal ceased to be a wholly owned subsidiary of Cendant, Cendant transferred 1,500,000 shares of Homestore Common Stock to Travel Portal (the "Travel Portal Homestore Shares") as part of a development advance.

(v) On March 30, 2001, Cendant contributed 250,000 shares of Homestore Common Stock (the "Foundation Homestore Shares") to the Cendant Charitable Foundation (the "Foundation"), which shares are referred to as the "Existing Shares" in the Stockholders Agreement, dated as of October 26, 2000, and effective as of February 16, 2001, between Cendant and Homestore.

(vi) On March, 28, 2001, CMS transferred 71,028 shares of Homestore Common Stock to Joseph Preis and John McWeeny, the record owners of 97,512 shares of Tracking Stock, in exchange for all the shares of Tracking Stock held by Messrs. Preis and McWeeny.

(vii) On March, 28, 2001, CMS transferred 4,631 shares of Homestore Common Stock to Richard & Sonia Henkin (the "Henkins"), the record owners of 6,358 shares of Tracking Stock, in exchange for all the shares of Tracking Stock held by the Henkins.

(d) Subject to the terms of Cendant's Amended and Restated Certificate of Incorporation relating to shares of Tracking Stock, no other person is known by Cendant to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Homestore Common Stock obtainable by Cendant.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 4 of this Schedule 13G is hereby amended as follows:

#### Exchange Agreements

CMS and Donnelley entered into an Exchange Agreement, dated as of June 12, 2001 (the "Donnelley Exchange Agreement"). The Donnelley Exchange Agreement provided for CMS to exchange 58,198 shares of Homestore Common Stock for one-half of the 159,795 shares of Tracking Stock held by Donnelley. Each of CMS and Donnelley made customary representations and warranties in the Donnelley Exchange Agreement. CMS and Donnelley also entered into a second Exchange Agreement, dated as of June 21, 2001 (the "Second Donnelley Exchange Agreement"), pursuant to which CMS agreed to exchange 58,197 shares of Homestore Common Stock (the "Donnelley Homestore Shares") for the remaining 79,897 shares of Tracking Stock held by Donnelley. Donnelley agreed to cause the Donnelley Homestore Shares to be sold on or before the close of trading on the third trading day following the Closing Date (as such term is defined in the Second Donnelley Agreement) with Donnelley retaining all of the proceeds of such sale. In the event that the proceeds of the sale of the Donnelley Homestore Shares were less than \$2.5 million, Cendant agreed to pay to Donnelley, an amount equal to \$2.5 million less the aggregate proceeds of the sale of the Donnelley Homestore Shares (the "Donnelley Adjustment Amount"). The Donnelley Adjustment Amount was payable by CMS in immediately available funds. All of the rights, obligations and duties of the parties pursuant to the Donnelley Exchange Agreement and the Second Donnelley Exchange Agreement have been satisfied in all respects.

The Chatham Stock Purchase Agreement, as amended, provided for Cendant Finance to repurchase 1,561,000 shares of Tracking Stock and warrants to acquire 1,561,000 shares of Tracking Stock held by Chatham in exchange for 2,606,342 shares of

Series E Cumulative Senior Preferred Stock of WMC Finance Co. The Chatham Stock Purchase Agreement also provided that in the event of a transaction that results in, among other things, the merger, consolidation, sale of securities of Move.com or other transaction or series of transaction, as a result of which either (a) any person or "group" (as defined in Rules 13d-1 and 13d-5 under the Exchange Act) becomes the beneficial owner of securities representing at least 35% of the outstanding shares of common stock of Move.com, the outstanding equity securities of Move.com or the outstanding voting securities of Move.com or (b) the holders of the voting securities of Move.com issued and outstanding prior to such transaction cease to hold at least 65% of the issued and outstanding common stock, equity securities or voting securities of the surviving entity immediately following such transaction (a "Transaction Event"), then Cendant agreed to pay to Chatham an amount equal to \$10 million (the "Transaction Amount") in either (i) shares of (x) common stock, par value \$.01 per share, of Cendant ("Cendant Common Stock"), or (y) Homestore Common Stock or (ii) immediately available funds. In the event Cendant elected to pay the Transaction Amount in marketable securities of Homestore Common Stock or Cendant Common Stock, Cendant agreed to cause such securities to be sold on behalf of Chatham within 90 days of such Transaction Event with Chatham retaining all of the proceeds of such sale. In the event that the proceeds of the sale of shares of Cendant Common Stock or Homestore Common Stock were less than \$10 million, Cendant agreed to pay to Chatham, an amount in immediately available funds equal to \$10 million less the aggregate proceeds of the sale of the Cendant Common Stock or Homestore Common Stock. All of the rights, duties and obligations of the parties pursuant to the Chatham Stock Purchase Agreement have been satisfied in all respects.

Cendant, CMS, Liberty and LDIG Move entered into a Stock Purchase Agreement, dated as of June 5, 2001 (the "Liberty Stock Purchase Agreement"). The Liberty Stock Purchase Agreement provided for Cendant, and cause CMS, to exchange 1,164,048 shares of Homestore Common Stock (the "Liberty Homestore Shares"), for 1,598,030 shares of Tracking Stock held by LDIG Move. LDIG Move agreed to cause the Liberty Homestore Shares to be sold on or before the close of trading on the fifth trading day following the Closing Date (as such term is defined in the Liberty Stock Purchase Agreement) with LDIG Move retaining all of the proceeds of such sale. In the event that the proceeds of the sale of the Liberty Homestore Shares were less than \$50 million, Cendant agreed to pay to LDIG Move, an amount equal to \$50 million less the aggregate proceeds of the sale of the Liberty Homestore Shares (the "Liberty Adjustment Amount"). The Liberty Adjustment Amount was payable at the option of Cendant in (i) cash or (ii) a number of shares of common stock, par value \$.01 per share, of Cendant ("Cendant Common Stock") equal to (x) the Liberty Adjustment Amount divided by the (y) the average of the per share closing prices of Cendant Common Stock on the New York Stock Exchange for each trading day during the 10 consecutive trading days immediately preceding the date on which all of the Liberty Homestore Shares were sold. Each of Cendant, CMS, Liberty and LDIG Move made customary representations and warranties in the Liberty Stock Purchase Agreement. All of the rights, duties and obligations of the parties pursuant to the Liberty Stock Purchase Agreement have been satisfied in all respects.

CMS and each of Joseph A. Preis and John McWeeny, entered into an Exchange Agreement, dated as of March 28, 2001 (the "Preis/McWeeny Exchange Agreement"). The Preis/McWeeny Exchange Agreement provided for CMS to exchange 71,028 shares of Homestore Common Stock for 97,512 shares of Tracking Stock held by Messrs. Preis and McWeeny. Each of CMS and Messrs. Preis and McWeeny made customary representations and warranties in the Preis/McWeeny Exchange Agreement. The Homestore Common Stock received by Messrs. Preis and McWeeny was characterized as "restricted securities" under the federal securities laws until Homestore filed a registration statement on Form S-3 relating to such shares (the "Registration Statement") and such Registration Statement is declared effective by the SEC (which declaration occurred on June 4, 2001). All of the rights, duties and obligations of the parties pursuant to the Preis/McWeeny Exchange Agreement have been satisfied in all respects.

CMS, and the Henkins, entered into an Exchange Agreement, dated as of March 28, 2001 (the "Henkin Exchange Agreement"). The Henkin Exchange Agreement provided for CMS to exchange 4,631 shares of Homestore Common Stock for 6,358 shares of Tracking

Stock held by the Henkins. Each of CMS and the Henkins made customary representations and warranties in the Henkin Exchange Agreement. The Homestore Common Stock received by the Henkins was characterized as "restricted securities" under the federal securities laws until the Registration Statement is declared effective by the SEC (which declaration occurred on June 4, 2001). All of the rights, duties and obligations of the parties pursuant to the Henkin Exchange Agreement have been satisfied in all respects.

#### Development Agreement

Cendant Internet Group, Inc, a wholly owned subsidiary of Cendant ("CIG"), and Homestore entered into a Development Agreement (the "Development Agreement"), dated as of March 30, 2001, which contains the following provisions:

(a) The Call Right - As of March 30, 2001, CIG will have the right to purchase (the "Call Right") all or part of the Homestore Common Stock owned by Travel Portal. For each of the Travel Portal Homestore Shares that CIG purchases pursuant to the Call Right, CIG will be required to pay to Travel Portal the closing trading price per share of Homestore Common Stock on the day immediately prior to the date of such purchase.

(b) The Put Right - At any time after September 1, 2001, Travel Portal shall have the right, but not the obligation, to require CIG to purchase all of the Travel Portal Homestore Shares owned by Travel Portal at such time (the "Put Right"). For each of the Travel Portal Homestore Shares that CIG purchases pursuant to the Put Right, CIG will be required to pay to Travel Portal the closing trading price per share of Homestore Common Stock on the day immediately prior to the date of such purchase.

(c) Stockholders Agreement - Travel Portal has agreed to be bound at all times to the provisions of the Stockholders Agreement.

#### Letter Agreement

Cendant and Homestore entered into a letter agreement (the "Letter Agreement"), dated March 30, 2001, waiving certain provisions of the Stockholders Agreement in connection with the transfer of the Travel Portal Homestore Shares and the Foundation Homestore Shares, which Letter Agreement contains the following provisions:

(a) Travel Portal Homestore Shares - In connection with the transfer of the Travel Portal Homestore Shares, Cendant has agreed as a condition to such transfer to cause Travel Portal to be bound by the provisions of the Stockholders Agreement as they pertain to such shares.

(b) Foundation Homestore Shares - In connection with the transfer of the Foundation Homestore Shares, Cendant has agreed as a condition to such transfer to cause the Foundation to be bound by the provisions of the Stockholders Agreement as they pertain to such shares.

(c) Stockholders Agreement - The transfer of the Travel Portal Homestore Shares and Foundation Homestore Shares shall not result in an increase or decrease of the aggregate number of shares of Homestore Common Stock subject to the transfer and volume limitations set forth in Section 1.2 of the Stockholders Agreement.

References to, and descriptions of, the Donnelley Exchange Agreement, the Second Donnelley Exchange Agreement, the Chatham Stock Purchase Agreement, the Liberty Stock Purchase Agreement, the Preis/McWeeny Exchange Agreement, the Henkin Exchange Agreement, the Development Agreement and the Letter Agreement as set forth above in this Item 6 are qualified in their entirety by reference to the copy of each of the Donnelley Exchange Agreement, the Second Donnelley Exchange Agreement, the Chatham Stock Purchase Agreement, the Preis/McWeeny Exchange Agreement, the Henkin Exchange Agreement, the Liberty Stock Purchase Agreement, the Development Agreement and the Letter Agreement attached as Exhibit 1 through Exhibit 8 to this Amendment No. 1 to Schedule 13D, and are incorporated in this Item 6 in their entirety where such references and descriptions appear.

Exhibit Description

1. Exchange Agreement, dated as of June 12, 2001, by and between Cendant Membership Services Holdings, Inc. and R.R. Donnelley & Sons Company.
2. Exchange Agreement, dated as of June 21, 2001, by and between Cendant Membership Services Holdings, Inc. and R.R. Donnelley & Sons Company.
3. Stock Purchase Agreement, dated as of November 24, 2000, as amended, by and among Chatham Street Holdings, LLC, Cendant Corporation, Cendant Finance Holding Corporation, WMC Finance Co. and Apollo Investment Fund III, L.P.
4. Stock Purchase Agreement, dated as of June 5, 2001, by and among Cendant Corporation, Cendant Membership Services Holdings, Inc., LDIG Move, Inc. and Liberty Digital.
5. Exchange Agreement, dated as of March 28, 2001, by and among Cendant Membership Services Holdings, Inc., Joseph A. Preis and John P. McWeeny.
6. Exchange Agreement, dated as of March 28, 2001, by and among Cendant Membership Services Holdings, Inc, and each of Richard and Sonia Henkin.
7. Development Agreement, dated as of March 30, 2001, by and between Cendant Corporation and Homestore.com, Inc.
8. Letter Agreement, dated March 30, 2001, by and between Cendant Corporation and Homestore.com, Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 12, 2001

CENDANT CORPORATION

By: /s/ Eric J. Bock

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Name: Eric J. Bock, Esq.  
Title: Senior Vice President - Law  
and Corporate Secretary

## EXCHANGE AGREEMENT

AGREEMENT, dated as of June 12, 2001, by and among Cendant Membership Services Holdings, Inc., a Delaware corporation ("Buyer"), and R.R. Donnelley and Sons Company, a Delaware corporation ("Seller").

WHEREAS, Seller is the owner of 159,795 shares (the "Tracking Stock Shares") of Cendant Corporation common stock designated as Move.com Tracking Stock, par value \$0.01 per share ("Move.com Stock");

WHEREAS, the parties desire to exchange one-half of the Tracking Stock Shares held by Seller for 58,198 shares of common stock, par value \$.001 per share ("Homestore Common Stock"), of Homestore.com, Inc. ("Homestore"), on the terms and conditions provided for herein; and

WHEREAS, pursuant to a Registration Rights Agreement, dated as of October 26, 2000 and effective as of February 16, 2000, by and between Homestore and Parent (the "Registration Rights Agreement"), Homestore filed a registration statement on Form S-3 on May 22, 2001 for a public offering of certain shares of Homestore Common Stock, including the Homestore Shares (as defined below) and such registration statement was declared effective by the Securities and Exchange Commission on June 4, 2001.

NOW, THEREFORE, in consideration of the provisions and the mutual consents contained herein, the parties hereto agree as follows:

1. SALE OF TRANSFERRED SECURITIES.

1.1 EXCHANGE OF SHARES. On the terms and subject to the conditions contained herein, at the Closing, Buyer agrees to exchange with Seller and Seller agrees to exchange with Buyer, 58,198 shares of Homestore Common Stock (the "Homestore Shares"), in exchange for 79,898 of the Tracking Stock Shares.

1.2 DELIVERY OF SHARES. (a) At the Closing Seller shall sell, assign, transfer and convey to Buyer certificates representing the Tracking Stock Shares duly endorsed in blank or accompanied by stock powers duly executed in blank, with all necessary stock transfer stamps affixed.

(b) At the Closing Buyer shall sell, assign, transfer and convey to Seller a certificate representing the Homestore Shares duly endorsed in blank or accompanied by stock powers duly executed in blank, with all necessary stock transfer stamps affixed.

2. THE CLOSING. Upon the terms and subject to the conditions of this Agreement, it is intended that the closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the date of execution of this Agreement at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, at 10:00 a.m. (local time).

3. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

3.1 ORGANIZATION. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to carry on its business substantially as it is now being conducted.

3.2 CORPORATE AUTHORIZATION. Seller has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby, and the execution, delivery and performance by Seller of this Agreement have been duly authorized by all requisite corporate action by Seller.

3.3 BINDING AGREEMENT. This Agreement has been duly and validly executed and delivered on behalf of Seller and, assuming due authorization, execution and delivery by Buyer, constitutes the legal and binding obligation of Seller enforceable against Seller in accordance with its terms subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, to general equity principles (whether considered in a proceeding in equity or at law).

3.4 REQUIRED APPROVALS, NOTICES AND CONSENTS. Except as described herein, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by the Seller of this Agreement or the consummation of the transaction contemplated hereby.

3.5 VALID TITLE. The Tracking Stock Shares are owned by Seller free and clear of any liens, claims, security interests, encumbrances, restrictions or transfer (other than restrictions imposed under federal or state securities laws) or voting (collectively, "Liens"), other than Liens imposed as a result of actions by Buyer or its affiliates. Upon delivery by Seller, Buyer will receive good title to the Tracking Stock Shares.

3.6 FEES AND COMMISSIONS. No agent, broker, investment banker, person or firm acting on behalf of or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Seller agrees to indemnify and hold harmless Buyer from liability for any compensation to any intermediary retained or otherwise authorized to act by, or on behalf of, Seller and the fees and expenses of defending against such liability or alleged liability.

3.7 NO ADDITIONAL REPRESENTATIONS. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY SELLER. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

4.1 ORGANIZATION. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to carry on its business substantially as it is now being conducted.

4.2 CORPORATE AUTHORIZATION. Buyer has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby, and the execution, delivery and performance by Buyer of this Agreement have been duly authorized by all requisite corporate action by Buyer.

4.3 BINDING AGREEMENT. Buyer has all requisite corporate power and authority to enter into, execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transaction contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by Buyer and, assuming due authorization, execution and delivery by Seller, constitutes the legal and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, to general equity principles (whether considered in a proceeding in equity or at law).

4.4 FEES AND COMMISSIONS. No agent, broker, investment banker, person or firm acting on behalf of or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein.

4.5 REQUIRED APPROVALS, NOTICES AND CONSENTS. Except as described herein, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by the Buyer of this Agreement or the consummation of the transaction contemplated hereby.

4.6 VALID TITLE. Upon delivery to Buyer, Seller will pass valid title to the Homestore Shares and there are no Liens in respect of the Homestore Shares, other than Liens imposed as a result of actions of Seller or its affiliates.

4.7 NO ADDITIONAL REPRESENTATIONS. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4 ARE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY BUYER. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BUYER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. MISCELLANEOUS.

5.1 ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and



undertakings, whether written or oral, relating to matters provided for herein. There are no provisions, undertakings, representations or warranties relative to the subject matter of this Agreement not expressly set forth herein.

5.2 EXPENSES. Except as otherwise specifically provided in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transaction contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

5.3 NOTICES. Any notice, demand, claim, notice of claim, request or communication required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally by facsimile transmission or sent by first class or certified mail, postage prepaid to the following addresses,

If to the Seller:

R.R. Donnelley & Sons Company  
77 West Wacker Drive  
Chicago, Il 60601-1696  
Attention: General Counsel  
Facsimile: (312) 326-7620

If to Buyer:

c/o Cendant Corporation  
9 West 57th Street  
New York, New York 10019  
Attention: Eric J. Bock, Esq.  
Facsimile: (212) 413-1922

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10038  
Attention: David Fox, Esq.  
Facsimile: (212) 735-2000

or to such other address as any party may request by notifying in writing all of the other parties to this Agreement in accordance with this Section 5.3.

Any such notice shall be deemed to have been received on the date of personal delivery, the date set forth on the postal service return receipt, the date of delivery shown on the records of the overnight courier or the date shown on the facsimile confirmation, as applicable.

5.4 BENEFIT AND ASSIGNMENT. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There shall be no assignment of any interest under this Agreement by any party except that Buyer may assign its rights hereunder to any wholly owned subsidiary of Buyer; provided, however, that no such assignment shall relieve the assignor of its obligations under this Agreement. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.5 WAIVER. Any waiver of any provision of this Agreement shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

5.6 AMENDMENT. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.

5.7 RELEASE OF CLAIMS. Seller hereby fully and unconditionally releases from any and all claims, actions, causes of actions, lawsuits, damages, liabilities, costs, losses, expenses, assessments, sums of money, promises and demands of any nature whatsoever of Seller against Buyer and each of its respective officers, directors, employees or agents which are related to or arise out of (a) any act taken or omitted to be taken in

connection with or in anticipation of the transactions contemplated hereby or (b) any act taken or omitted to be taken by Buyer in connection with the transactions contemplated hereby.

5.8 SEVERABILITY. Any provision of this Agreement that is held by a court of competent jurisdiction to violate applicable law shall be limited or nullified only to the extent necessary to bring the Agreement within the requirements of such law.

5.9 DESCRIPTIVE HEADINGS. The descriptive headings herein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Agreement nor in any way affect this Agreement.

5.10 COUNTERPARTS. This Agreement may be signed in counterparts and all signed copies of this Agreement will together constitute one original of this Agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

5.11 GOVERNING LAW. This Agreement shall be governed by, enforced under and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law provision or rule thereof. The parties submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America in each case located in the County of New York for any litigation arising out of or relating to the Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CENDANT MEMBERSHIP SERVICES  
HOLDINGS, INC.

/s/ Eric J. Bock

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Name: Eric J. Bock  
Title: Senior Vice President

R.R. DONNELLEY AND SONS COMPANY

/s/ Michael Winkel

-----

Name: Michael Winkel  
Title: EVP Strategy & Planning

## EXCHANGE AGREEMENT

AGREEMENT (this "Agreement"), dated as of June 21, 2001, by and among Cendant Membership Services Holdings, Inc., a Delaware corporation ("Buyer") and R.R. Donnelley and Sons Company, a Delaware corporation ("Seller").

WHEREAS, Seller and Buyer are parties to a Stock Purchase Agreement, dated as of May 12, 2000 (the "Stock Purchase Agreement"), pursuant to which 159,795 shares (the "Tracking Stock Shares") of Cendant Corporation common stock designated as Move.com Tracking Stock, par value \$0.01 per share, were issued and sold to Seller;

WHEREAS, on June 14, 2001, the parties entered into an exchange agreement, pursuant to which Seller transferred to Buyer 79,898 shares of the Tracking Stock Shares in exchange for 58,197 shares of common stock, par value \$.001 per share ("Homestore Common Stock"), of Homestore.com, Inc. ("Homestore") in partial satisfaction of the parties obligations under Section 4.8 of the Stock Purchase Agreement;

WHEREAS, pursuant to Section 4.8 of the Stock Purchase Agreement, Seller has the right to require Buyer to purchase the remaining 79,897 shares of the Tracking Stock Shares held by Buyer (the "Remaining Tracking Stock Shares") for \$2.5 million;

WHEREAS, the parties desire to exchange the Remaining Tracking Stock Shares for 58,197 shares (the "Homestore Shares") of common stock, par value \$.001 per share ("Homestore Common Stock"), of Homestore.com, Inc. ("Homestore"), on the terms and conditions provided for herein, in complete satisfaction of Buyer's remaining obligations pursuant to the terms of the Stock Purchase Agreement; and

WHEREAS, pursuant to a Registration Rights Agreement, dated as of October 26, 2000 and effective as of February 16, 2000, by and between Homestore and Cendant Corporation, Homestore filed a registration statement on Form S-3 on May 22, 2001 for a public offering of certain shares of Homestore Common Stock, including the Homestore Shares and such registration statement was declared effective by the Securities and Exchange Commission on June 4, 2001.

NOW, THEREFORE, in consideration of the provisions and the mutual consents contained herein, the parties hereto agree as follows:

1. SALE OF TRANSFERRED SECURITIES. (a) At the Closing, (i) Seller shall sell, assign, transfer and convey to Buyer, without representation or warranty (other than as expressly provided herein), all of its right, title and interest in and to the Remaining Tracking Stock Shares, free and clear of all Liens (as defined herein), other than Liens imposed as a result of actions by Buyer or its affiliates (as the term "affiliates" is defined in Rule 12b-2 under the Exchange Act) and (ii) Buyer shall sell, assign, transfer and convey to Seller, without representation or warranty (other than as expressly provided herein), all of its right, title and interest in and to 58,197 Homestore Shares, free and clear of all Liens other than Liens imposed as a result of actions by Seller or its affiliates. The consideration to Seller for the sale of the Remaining Tracking Stock Shares shall include Buyer's obligation to pay to Seller the Adjustment Amount (as defined herein) under the circumstances set forth in Section 1(c). The parties acknowledge and agree that the exchange of (x) the Remaining Tracking Stock Shares for (y) the Homestore Shares, together with Seller's payment of the Adjustment Amount, if required, shall constitute satisfaction of the parties' respective obligations under the Stock Purchase Agreement.

(b) Prior to the Closing, Seller shall open a brokerage account (the "Seller Account") with Credit Suisse First Boston (the "Bank"). At the Closing, Buyer shall transfer the Homestore Shares to Seller and such shares shall be deposited in the Seller Account. Seller agrees to instruct the Bank to sell all Homestore Shares delivered to the Seller Account on or before the close of trading on the third (3rd) trading day following (but not including) the Closing Date (which third (3rd) trading day will be extended by the number of days, if any, that sales of Homestore Common Stock are suspended from trading on the Nasdaq Stock Market) in accordance with written instructions mutually agreed upon by the parties. Seller shall instruct Bank to deliver on the Determination Date to Seller and Buyer a written report setting forth the Proceeds of the sale of the Homestore Shares. As used in this Agreement, the "Proceeds" shall be equal to the gross cash proceeds received by Seller from the sale of the Homestore Shares, without deduction of any sales or brokers' commissions, fees and discounts. The "Determination Date" shall be the date on which all

Homestore Shares delivered to Seller as provided herein have been sold or otherwise disposed of by Seller. For purposes of this Agreement, all of the Homestore Shares shall be deemed to have been sold or otherwise disposed of upon the broker's execution of the trade relating to the last Homestore Share held in the Seller Account, and not the date of settlement of such trade. Seller shall cause the Bank to provide notice to Seller and Buyer as to the occurrence of the Determination Date. For purposes of this Agreement, the term "business day" shall mean any day other than Saturday, Sunday, a holiday, a bank holiday or a day in which the New York Stock Exchange is closed for business, and shall consist of the time period from 12:00 a.m. through 12:00 midnight Eastern time and the term "close of business" shall mean the close of business in New York City.

(c) In the event the Proceeds from the sale of the Homestore Shares are less than \$2.5 million, Buyer shall, subject to the terms of this Agreement, pay and deliver to Seller the Adjustment Amount in accordance with the terms of this Agreement. The "Adjustment Amount" will be equal to \$2.5 million less the aggregate Proceeds of the sale of all of the Homestore Shares.

(d) In the event Buyer is required to pay the Adjustment Amount, Buyer shall pay to Seller, within two (2) business days of the Determination Date, such amount by wire transfer of immediately available funds to an account designated by Seller.

2. THE CLOSING. Upon the terms and subject to the conditions of this Agreement, it is intended that the closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the date of execution of this Agreement (the "Closing Date") at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, at 10:00 a.m. (local time).

3. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

3.1 ORGANIZATION. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to carry on its business substantially as it is now being conducted.

3.2 CORPORATE AUTHORIZATION. Seller has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby, and the execution, delivery and performance by Seller of this Agreement have been duly authorized by all requisite corporate action by Seller.

3.3 BINDING AGREEMENT. This Agreement has been duly and validly executed and delivered on behalf of Seller and, assuming due authorization, execution and delivery by Buyer, constitutes the legal and binding obligation of Seller enforceable against Seller in accordance with its terms subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, to general equity principles (whether considered in a proceeding in equity or at law).

3.4 REQUIRED APPROVALS, NOTICES AND CONSENTS. Except as described herein, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by the Seller of this Agreement or the consummation of the transaction contemplated hereby.

3.5 VALID TITLE. The Remaining Tracking Stock Shares are owned by Seller free and clear of any liens, claims, security interests, encumbrances, restrictions or transfer (other than restrictions imposed under federal or state securities laws) or voting (collectively, "Liens"), other than Liens imposed as a result of actions by Buyer or its affiliates. Upon delivery by Seller, Buyer will receive good title to the Remaining Tracking Stock Shares.

3.6 FEES AND COMMISSIONS. No agent, broker, investment banker, person or firm acting on behalf of or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Seller agrees to indemnify and hold harmless Buyer from liability for any compensation to any intermediary retained or otherwise authorized to act by, or on behalf of, Seller and the fees and expenses of defending against such liability or alleged liability.

3.7 NO ADDITIONAL REPRESENTATIONS. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE ONLY REPRESENTATIONS AND

WARRANTIES MADE BY SELLER. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

4.1 ORGANIZATION. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to carry on its business substantially as it is now being conducted.

4.2 CORPORATE AUTHORIZATION. Buyer has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby, and the execution, delivery and performance by Buyer of this Agreement have been duly authorized by all requisite corporate action by Buyer.

4.3 BINDING AGREEMENT. Buyer has all requisite corporate power and authority to enter into, execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transaction contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by Buyer and, assuming due authorization, execution and delivery by Seller, constitutes the legal and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, to general equity principles (whether considered in a proceeding in equity or at law).

4.4 FEES AND COMMISSIONS. No agent, broker, investment banker, person or firm acting on behalf of or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein.

4.5 REQUIRED APPROVALS, NOTICES AND CONSENTS. Except as described herein, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by the Buyer of this Agreement or the consummation of the transaction contemplated hereby.

4.6 VALID TITLE. Upon delivery to Buyer, Seller will pass valid title to the Homestore Shares and there are no Liens in respect of the Homestore Shares, other than Liens imposed as a result of actions of Seller or its affiliates.

4.7 NO ADDITIONAL REPRESENTATIONS. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4 ARE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY BUYER. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BUYER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

#### 5. MISCELLANEOUS.

5.1 ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and undertakings, whether written or oral, relating to matters provided for herein. There are no provisions, undertakings, representations or warranties relative to the subject matter of this Agreement not expressly set forth herein.

5.2 EXPENSES. Except as otherwise specifically provided in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transaction contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

5.3 NOTICES. Any notice, demand, claim, notice of claim, request or communication required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally by facsimile transmission or sent by first class or certified mail, postage prepaid to the following addresses,

If to the Seller:

R.R. Donnelley & Sons Company  
77 West Wacker Drive  
Chicago, Il 60601-1696  
Attention: General Counsel  
Facsimile: (312) 326-7620

If to Buyer:

c/o Cendant Corporation  
9 West 57th Street  
New York, New York 10019  
Attention: Eric J. Bock, Esq.  
Facsimile: (212) 413-1922

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10038  
Attention: David Fox, Esq.  
Facsimile: (212) 735-2000

or to such other address as any party may request by notifying in writing all of the other parties to this Agreement in accordance with this Section 5.3.

Any such notice shall be deemed to have been received on the date of personal delivery, the date set forth on the postal service return receipt, the date of delivery shown on the records of the overnight courier or the date shown on the facsimile confirmation, as applicable.

5.4 benefit and assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There shall be no assignment of any interest under this Agreement by any party except that Buyer may assign its rights hereunder to any wholly owned subsidiary of Buyer; provided, however, that no such assignment shall relieve the assignor of its obligations under this Agreement. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.5 waiver. Any waiver of any provision of this Agreement shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

5.6 AMENDMENT. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.

5.7 RELEASE OF CLAIMS. Seller hereby fully and unconditionally releases from any and all claims, actions, causes of actions, lawsuits, damages, liabilities, costs, losses, expenses, assessments, sums of money, promises and demands of any nature whatsoever of Seller against Buyer and each of its respective officers, directors, employees or agents which are related to or arise out of (a) any act taken or omitted to be taken in connection with or in anticipation of the transactions contemplated hereby or (b) any act taken or omitted to be taken by Buyer in connection with the transactions contemplated hereby.

5.8 SEVERABILITY. Any provision of this Agreement that is held by a court of competent jurisdiction to violate applicable law shall be limited or nullified only to the extent necessary to bring the Agreement within the requirements of such law.

5.9 DESCRIPTIVE HEADINGS. The descriptive headings herein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Agreement nor in any way affect this Agreement.

5.10 COUNTERPARTS. This Agreement may be signed in counterparts and all signed copies of this Agreement will together constitute one original of this Agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

5.11 GOVERNING LAW. This Agreement shall be governed by, enforced under and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law provision or rule thereof. The parties submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America in each case located in the County of New York for any litigation arising out of or relating to the Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CENDANT MEMBERSHIP SERVICES  
HOLDINGS, INC.

/s/ Eric J. Bock

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Name: Eric J. Bock  
Title: Senior Vice President

R.R. DONNELLEY AND SONS COMPANY

/s/ Michael Winkel

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Name: Michael Winkel  
Title: EVP Strategy & Planning

STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of November 24, 2000, by and among CHATHAM STREET HOLDINGS, LLC, a Delaware limited liability company (the "Seller"), CENDANT CORPORATION, a Delaware corporation ("Cendant"), CENDANT FINANCE HOLDING CORPORATION, a Delaware corporation and an affiliate of Cendant ("Cendant Finance" and, collectively with Cendant the "Buyer"), with respect to Section 6 hereof only, WMC FINANCE CO., a Delaware corporation ("WMC"), and with respect to Section 8 hereof only, APOLLO INVESTMENT FUND III, L.P. "Apollo").

WHEREAS, the parties hereto deem it desirable and in their respective best interests to enter into this Agreement for Seller to sell to Buyer (a) 2,626,712 shares (the "WMC Common Shares") of Class A Common Stock (the "WMC Common Stock") of WMC, (b) 1,561,000 shares (the "Move.com Common Shares") of the class of Cendant's common stock designated as Move.com Common Stock (the "Move.com Common Stock"), (c) a warrant to purchase 780,500 shares of Move.com Common Stock for a purchase price of \$64.08 per share and (d) a warrant to purchase 780,500 shares of Move.com Common Stock for a purchase price of \$128.16 per share (the warrants referred to in (c) and (d), the "Warrants" and, collectively with the WMC Common Stock and the Move.com Common Stock, the "Transferred Securities") and for Buyer to sell to Seller 2,606,342 shares (the "WMC Preferred Shares") of Series E Cumulative Senior Preferred Stock of WMC (the "WMC Preferred Stock"); and

WHEREAS, the parties hereto deem it desirable and in their respective best interests for Seller, in connection with the sale of the Transferred Securities, to assign to Buyer all of its right, title and interest as a holder of the Move.com Common Shares and the Warrants pursuant to the Registration Rights Agreement, dated as of March 29, 2000 (the "Move.com Registration Rights Agreement").

NOW THEREFORE, the parties hereto hereby agree as follows:

#### 1. SALES OF TRANSFERRED SECURITIES.

(a) In consideration of the payment as described in Section 1(b) hereof, the delivery by Cendant Finance of the WMC Preferred Shares held by Cendant Finance as described in Section 1(c) hereof and the agreement by Cendant to make payments, if any, following the consummation of a Homestore Transaction as described in Section 1(d) hereof, the Seller agrees, at the Closing, to sell, assign, transfer and convey to Buyer without representation or warranty (other than as expressly provided herein), all of its right, title and interest in and to (i) the Transferred Securities and as a holder of the Move.com Common Shares and the Warrants under the Move.com Registration Rights Agreement, free and clear of all liens, claims, charges and encumbrances whatsoever, and with no restrictions on the voting rights of the Transferred Securities and (ii) the 2,626,712 WMC Common Shares, free and clear of all liens claims, charges and encumbrances whatsoever, and with no a restrictions on the voting rights of the WMC Common Shares.

(b) Cendant hereby agrees, at the Closing, to pay to Seller \$75.1 million (the "Initial Payment Amount") payable in consideration for the conveyance of the securities set forth in Sections 1(a)(i) and (ii). The Initial Payment Amount shall be paid in cash at the Closing by wire transfer of immediately available funds to accounts designated by Seller.

(c) Cendant Finance hereby agrees, at the Closing, to sell, assign, transfer and convey to Seller without representation or warranty (other than as expressly provided herein), in consideration of the conveyance of the securities set forth in Sections 1(a)(i) and (ii), all of its right, title and interest in the 2,606,342 WMC Preferred Shares owned of record and beneficially by Cendant Finance, free and clear of all liens, claims, charges and encumbrances whatsoever, and with no restrictions on the voting rights thereof. At the Closing, Cendant Finance shall deliver to Seller certificates representing all of such WMC Preferred Shares, duly endorsed for transfer to Seller or its designee. Cendant Finance hereby waives compliance with any of the procedures relating to a redemption of the WMC Preferred Shares contained in the Certificate of Designations relating to the WMC Preferred Shares filed with the Secretary of State of Delaware on March 9, 2000.

(d) If a Homestore Transaction shall be consummated at any time on or prior to the second anniversary of the date hereof, Cendant shall pay to



Seller an additional amount equal to \$15.0 million (the "Homestore Transaction Amount"), payable by Cendant, in consideration for the conveyance of the securities set forth in Sections 1(a)(i) and (ii), within ninety (90) days after the consummation of such Homestore Transaction (the date on which such payment is made, the "Homestore Payment Date"); provided, however, that at Cendant's option, up to 100% of such Homestore Transaction Amount shall be payable by delivering to Seller a number of Marketable Securities (as defined below), the Proceeds (as defined in Section 5 below) of which shall be equal to the Homestore Transaction Amount minus the actual cash payment made by Cendant on the Homestore Payment Date. The cash portion of the Homestore Transaction Amount shall be payable in immediately available funds on the Homestore Payment Date. The Marketable Securities (if any) delivered by Cendant pursuant to this Section shall be delivered simultaneously with the sale of such Marketable Securities pursuant to Section 5 hereof. For purposes of this Agreement, securities shall only be "Marketable Securities" if (i) they are fully-paid and non-assessable shares, free and clear of all liens, charges or encumbrances whatsoever, and with no restrictions on the voting rights thereof of (a) the class of Cendant's common stock designated as Cendant Common Stock ("Cendant Common Stock" and/or (b) common stock of Homestore.com, Inc. ("Homestore Common Stock"), (ii) the offer and sale of such securities to Seller on the Homestore Payment Date has been registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to an effective registration statement, (iii) such securities shall be capable of being resold publicly by Seller immediately after the delivery thereof pursuant to this Agreement in compliance with Federal and state securities laws and (iv) securities of the same class thereof are listed for trading, and trading thereon is not suspended, on the New York Stock Exchange, in the case of Cendant Common Stock, or the Nasdaq National Market, in the case of Homestore Common Stock (as the case may be), on the date of sale thereof by Cendant as set forth in Section 5 below. For purposes hereof, a "Homestore Transaction" shall mean any transaction between Move.com, Inc., a Delaware corporation ("Move.com"), and/or Cendant, on the one hand, and Homestore.com, Inc., on the other hand, which results in (x) the sale of all or substantially all of the assets of Move.com or any of its subsidiaries in one or a series of related transactions, whether by merger, consolidation, sale of assets or otherwise, (y) a merger, consolidation, sale of securities of Move.com or other transaction or series of related transactions, as a result of which either (1) any person or "group" (as defined in Rules 13d-1 and 13d-5 under the Securities Exchange Act of 1934, as amended) becomes the beneficial owner of securities representing at least thirty-five percent (35%) of the outstanding Move.com Common Stock, the outstanding equity securities of Move.com or the outstanding voting securities of Move.com or (2) the holders of the voting securities of Move.com issued and outstanding prior to such transaction or series of related transactions cease to hold at least sixty-five percent (65%) of the issued and outstanding common stock, equity securities and voting securities of the surviving entity immediately following such transaction or series of related transactions (in each case, assuming the conversion of all convertible securities and the exercise of all options, warrants and other rights held by such beneficial owner) or (z) the directors of Move.com as of the date hereof together with directors approved by a majority of the directors in office at the time of election of any new directors of Move.com shall cease to constitute a majority of the total number of directors of Move.com.

(e) Upon the Closing, (i) Cendant shall record on its books and records the transfer of the Move.com Common Shares and the Warrants from Seller to Buyer and (ii) WMC shall record on its books and records the transfer of (A) the WMC Common Shares from Seller to Buyer and (B) the WMC Preferred Shares from Buyer to Seller.

2. CLOSING. The closing (the "Closing") shall take place simultaneously with the execution and delivery of this Agreement (the "Closing Date"), at the offices of O'Sullivan Graev & Karabell, LLP, 30 Rockefeller Plaza, New York, New York 10112.

3. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

(a) CORPORATE AUTHORIZATION. Seller has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby, and the execution, delivery and performance by Seller of this Agreement have been duly authored by all requisite action by Seller. This Agreement has been duly executed and delivered by Seller and, assuming due execution by Cendant and Cendant Finance, this Agreement constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws and subject to general principles of equity.

(b) EXPERIENCE; ACCESS TO INFORMATION. Seller is an accredited investor within the meaning of Regulation D promulgated by the Securities and Exchange Commission and, by virtue of its experience in evaluating and investing in private placement transactions of securities in companies similar to Cendant, Seller is capable of evaluating the merits and risks of its investment in Cendant, and has the capacity to protect its own interests. Seller acknowledges that Cendant does not make any representation or warranty as to the future profitability, success or business prospects of Cendant.

(c) INVESTMENT. Seller has not been formed solely for the purpose of making this investment and is acquiring the Cendant Common Stock (if any) for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution of any part thereof, except pursuant to an effective registration statement pursuant to the Securities Act. Seller understands that the Cendant Common Stock to be acquired by it have not been registered under the Securities Act, or applicable state and other securities laws by reason of a specific exemption from the registration provisions of the Securities Act and applicable state and other securities laws, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Seller's representations as expressed herein.

(d) VALID TITLE. Seller has valid title to the WMC Common Stock and the Transferred Securities and there are no liens, charges or encumbrances in respect of the WMC Common Stock or the Transferred Securities. Seller has all rights under the Move.com Registration Rights Agreement in connection with the Transferred Securities and has not assigned any of such rights thereunder to any other Person.

(e) NO ADDITIONAL REPRESENTATIONS. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY THE SELLER. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4. REPRESENTATIONS AND WARRANTIES OF BUYER. Cendant and Cendant Finance jointly and severally represent and warrant to Seller as of the date hereof as follows:

(a) CORPORATE AUTHORIZATION. Each of Cendant and Cendant Finance has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby, and the execution, delivery and performance by each of Cendant and Cendant Finance of this Agreement have been duly authorized by all requisite action by each of Cendant and Cendant Finance. This Agreement has been duly executed and delivered by each of Cendant and Cendant Finance and, assuming due execution by WMC and Seller, this Agreement constitutes a valid and binding obligation of each of Cendant and Cendant Finance, enforceable against each of Cendant and Cendant Finance in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws and subject to general principles of equity.

(b) EXPERIENCE; ACCESS TO INFORMATION. Buyer is an accredited investor within the meaning of Regulation D promulgated by the Securities and Exchange Commission and, by virtue of its experience in evaluating and investing in private placement transactions of securities in companies similar to WMC, Buyer is capable of evaluating the merits and risks of its investment in WMC, and has the capacity to protect its own interests. Buyer acknowledges that WMC and Seller do not make any representation or warranty as to the future profitability, success or business prospects of WMC. Buyer is currently a stockholder of WMC, has had access to WMC's senior management, has had an opportunity to ask questions and receive answers from WMC and its senior management regarding matters relevant to WMC and an investment therein and has had the opportunity to obtain any and all information and conduct such due diligence review as it has deemed appropriate.

(c) INVESTMENT. Cendant Finance has not been formed solely for the purpose of making this investment and is acquiring the WMC Common Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution of any part thereof. Cendant Finance understands that the WMC Common Shares to be acquired by it have not been registered under the Securities Act, or applicable state and other securities laws by reason of a specific exemption from the registration provisions of the Securities Act and applicable state and other securities laws, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Cendant's and Cendant Finance's representations as expressed herein.

(d) VALID TITLE. Cendant Finance has valid title to all of the WMC Preferred Shares purchased by Buyer on March 9, 2000 (or issued in connection with any payment of an in-kind dividend thereon since such date) and there are no liens, charges or encumbrances in respect of the WMC Preferred Shares.

5. SALES OF MARKETABLE SECURITIES. In the event that Cendant elects to pay a portion of the Homestore Transaction Amount by delivering Marketable Securities to Seller pursuant to Section 1(d) hereof, Cendant shall cause such Marketable Securities to be sold on Seller's behalf on the Homestore Payment Date or as soon as possible thereafter through a broker selected by Cendant on the Homestore Payment Date. The Proceeds of the sale of such Marketable Securities shall be paid to Seller simultaneously with the settlement of such sale transaction. As used in this Agreement, the "Proceeds" of any sale of Marketable Securities by Seller hereunder shall be equal to the cash proceeds, net of all underwriters', sales or brokers' commissions and discounts and all other fees and expenses relating to or arising out of the transactions contemplated hereby, including without limitation, all registration expenses, in each case, that are incurred by Seller and are not paid by Cendant.

6. REPURCHASES OF WMC COMMON STOCK BY WMC. WMC represents that the WMC Common Stock being delivered to Buyer at the Closing constitutes no more than 19.99% of the shares of WMC Common Stock outstanding as of the Closing Date. WMC agrees that, for so long as Buyer owns any shares of WMC Common Stock, WMC shall not, without the prior written consent of Buyer, repurchase, redeem, reclassify, cancel or otherwise reduce the number of its outstanding shares of capital stock if the effect of such repurchase, redemption, reclassification, cancellation or other reduction would be to cause Buyer to own more than 19.99% of the outstanding shares of WMC Common Stock.

7. PUBLIC ANNOUNCEMENTS. Buyer and Seller hereby covenant and agree to consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statement or disclosure with respect to the transactions contemplated by this Agreement.

8. INDEMNIFICATION OF BUYER BY APOLLO. Apollo shall indemnify, defend and hold harmless Buyer and any of its directors, officers, agents and affiliates (the "Buyer Indemnified Parties") from and against any and all losses, damages and liabilities (including reasonable attorneys' fees and expenses) suffered by any of the Buyer Indemnified Parties as a result of, arising out of, or incurred with respect to Buyer's ownership of the WMC Common Shares (which, for the avoidance of doubt, shall exclude the loss of the value of the WMC Common Shares) other than those losses, damages and liabilities as a result of, arising out of, or incurred with respect to any material misstatement by any Buyer Indemnified Party in any filing or submission to any governmental authority or any document sent to Buyer's stockholders.

9. MISCELLANEOUS. (a) Governing Law. All questions concerning the construction, interpretation and validity of this Agreement shall be governed by and construed and enforced in accordance with the internal law of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether in the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York.

(b) SUBMISSION TO JURISDICTION. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of the State of New York or Federal court of the United States of America sitting in the State of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court of the State of New York or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT OF THE STATE OF NEW YORK OR FEDERAL COURT SITTING IN THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) COUNTERPARTS. This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together when delivered shall constitute one and the same agreement.

(d) COMPLETE AGREEMENT. This Agreement and the instruments or agreements referred to herein contains the complete agreement among the parties and supersedes any prior understandings, agreements or representations by or between the parties, written or oral which may have related to the subject matter hereof in any way.

(e) AMENDMENTS. This Agreement may only be amended in a writing executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement on the date first written above.

CHATHAM STREET HOLDINGS, LLC

By: /s/ Marc E. Becker

-----  
Name: Marc E. Becker  
Title: Vice President

CENDANT CORPORATION

By: /s/ Eric J. Bock

-----  
Name: Eric J. Bock  
Title: Senior Vice President - Law

CENDANT FINANCE HOLDING CORPORATION

By: /s/ Eric J. Bock

-----  
Name: Eric J. Bock  
Title: Senior Vice President - Law

WMC FINANCE CO.  
(with respect to Section 6 only)

By: /s/ Scott McAfee

-----  
Name: Scott McAfee  
Title:

APOLLO INVESTMENT FUND III, L.P.  
(with respect to Section 8 only)

By: Apollo Advisors II, L.P.,  
its general partner

By: Apollo Capital Management II, Inc.  
its general partner

By: /s/ Josh Harris

-----  
Name: Josh Harris  
Title: Vice President

AMENDMENT NO. 1, dated as of March 29,  
2001 (this "Amendment") to the STOCK PURCHASE  
AGREEMENT, dated as of November 24, 2000, by and  
among CHATHAM STREET HOLDINGS, LLC, a Delaware

limited liability company, CENDANT CORPORATION, a Delaware corporation, CENDANT FINANCE HOLDING CORPORATION, a Delaware corporation and an affiliate of Cendant Corporation, with respect to Section 6 thereof only, WMC FINANCE CO., a Delaware corporation, and, with respect to Section 8 thereof only, APOLLO INVESTMENT FUND III, L.P. (the "Original Agreement", as amended, this "Agreement").

Preamble

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WHEREAS, Section 9(e) of the Original Agreement allows the amendment of the Original Agreement by a writing executed by each of the parties thereto; and

WHEREAS, the undersigned constitute each of the parties to the Original Agreement and have determined that it would be in their respective best interests to amend the Original Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment hereby agree as follows:

Section 1. CAPITALIZED TERMS. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Agreement.

Section 2. AMENDMENTS TO THE ORIGINAL AGREEMENT. The Original Agreement is hereby amended as follows:

(a) Section 1 of the Original Agreement is hereby amended by deleting Section 1(b) in its entirety and substituting the following language in lieu thereof:

"Cendant hereby agrees, at the Closing, to pay to Seller \$75.1 million (the "Initial Payment Amount"), payable in consideration for the conveyance of the securities set forth in Sections 1(a)(i) and (ii). The Initial Payment Amount shall be paid in cash at the Closing by wire transfer of immediately available funds to accounts designated by Seller. Cendant hereby agrees to pay Seller, on March 29, 2001, an additional amount of \$5.0 million (the "Additional Payment Amount"), payable in consideration for the conveyance of the securities set forth in Sections 1(a)(i) and (ii). The Additional Payment Amount shall be paid in cash on March 29, 2001 by wire transfer of immediately available funds to accounts designated by the Seller."

(b) The first sentence of Section 1(d) of the Original Agreement is hereby amended by deleting "\$15.0 million" and replacing it with "\$10.0 million".

Section 3. ENTIRE AGREEMENT. Except as modified by this Amendment, the Original Agreement shall remain in full force and effect, enforceable in accordance with its terms. This Amendment is not a consent to any waiver or modification of any other terms or conditions of the Agreement or any of the instruments or documents referred to in the Agreement and shall not prejudice any right or rights which the parties thereto may now or hereafter have under or in connection with the Agreement or any of the instruments or documents referred to therein. The Original Agreement and this Amendment contain all of the agreements between the parties with respect to the subject matter thereof. The parties to this Amendment hereby acknowledge that nothing contained herein shall modify or otherwise alter the obligations of WMC Finance Co. pursuant to the Original Agreement.

Section 4. EFFECTIVENESS. This Amendment shall become effective on the date each of the parties hereto shall have executed a copy hereof (whether the same or different copies).

Section 5. COUNTERPARTS. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

Section 6. GOVERNING LAW. All questions concerning the construction, interpretation and validity of this Amendment shall be governed by and construed and enforced in accordance with the internal law of the State of New York, without giving effect to any choice or conflict of

law provision or rule (whether in the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement on the date first written above.

CHATHAM STREET HOLDINGS, LLC

By: /s/ Marc E. Becker  
-----

Name: Marc E. Becker  
Title: Vice President

CENDANT CORPORATION

By: /s/ Samuel L. Katz  
-----

Name: Samuel L. Katz  
Title: Senior Executive Vice President

CENDANT FINANCE HOLDING CORPORATION

By: /s/ Samuel L. Katz  
-----

Name: Samuel L. Katz  
Title: Senior Executive Vice President

WMC FINANCE CO.

By: /s/ Scott A. McAfee  
-----

Name: Scott A. McAfee  
Title: President and CEO

APOLLO INVESTMENT FUND III, L.P.

By: Apollo Advisors II, L.P.,  
its general partner

By: Apollo Capital Management II, Inc.,  
its general partner

By: /s/ Josh Harris  
-----

Name: Josh Harris  
Title: Vice President

STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of June 5, 2001, by and among Liberty Digital, Inc., a Delaware corporation ("LDIG"), LDIG Move, Inc., a Delaware corporation and a wholly owned subsidiary of LDIG (the "Seller"), Cendant Corporation, a Delaware corporation ("Cendant"), Cendant Membership Services Holdings, Inc., a Delaware corporation and a wholly owned subsidiary of Cendant ("CMS").

WHEREAS, LDIG and Cendant are parties to a Purchase Agreement, dated as of March 24, 2000 (the "Purchase Agreement") pursuant to which 1,598,030 shares (the "Tracking Stock Shares") of Cendant Corporation common stock designated as Move.com Tracking Stock, par value \$0.01 per share, were issued and sold to Seller, as assignee of LDIG;

WHEREAS, pursuant to Section 4.10 of the Purchase Agreement, LDIG and Cendant are to exchange on June 30, 2001 the Tracking Stock Shares for \$50 million of the common stock, par value \$.01 per share, of Cendant ("Cendant Common Stock");

WHEREAS, the parties hereto deem it desirable and in their respective best interests to enter into this Agreement in satisfaction of their respective obligations under Section 4.10 of the Purchase Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. SALES OF TRANSFERRED SECURITIES.

(a) At the Closing, (i) Seller shall sell, assign, transfer and convey to Cendant, without representation or warranty (other than as expressly provided herein), all of its right, title and interest in and to the Tracking Stock Shares, free and clear of all Liens (as defined herein), other than Liens imposed as a result of actions by Cendant or its affiliates (as the term "affiliates" is defined in Rule 12b-2 under the Exchange Act, provided that LDIG and its affiliates shall not be deemed affiliates of Cendant and its affiliates) and (ii) Cendant shall, and shall cause CMS to, sell, assign, transfer and convey to Seller, without representation or warranty (other than as expressly provided herein), all of its right, title and interest in and to 1,164,048 shares (the "Homestore Shares") of common stock, par value \$.001 per share ("Homestore Common Stock"), of Homestore.com, Inc. ("Homestore"), free and clear of all Liens, other than Liens imposed as a result of actions by Seller or its affiliates. The consideration to Seller for the sale of the Tracking Stock Shares shall include Cendant's obligation to pay to Seller the Adjustment Amount under the circumstances set forth in Section 1(b). The parties acknowledge and agree that the exchange of (x) the Tracking Stock Shares for (y) the Homestore Shares, together with Cendant's payment of the Adjustment Amount, if required, shall constitute satisfaction of the parties respective obligations under Section 4.10 of the Purchase Agreement.

(b) In the event the Proceeds (as defined herein) from the sale of the Homestore Shares are less than \$50 million, Cendant shall, subject to the terms of this Agreement, pay and deliver to Seller the Adjustment Amount (as defined herein) in accordance with the terms of this Agreement. The Adjustment Amount shall be payable, at Cendant's option (the exercise of which shall be set forth in a written notice to Seller delivered on the first business day following the Determination Date (as defined herein)), in (i) cash or (ii) a number of shares (the "Cendant Shares") of Cendant Common Stock, equal to (x) the Adjustment Amount divided by (y) the average of the per share closing prices of Cendant Common Stock on the New York Stock Exchange, Inc. (the "NYSE"), for each trading day during the 10 consecutive trading days immediately preceding the Determination Date (such per share price and number of shares to be appropriately adjusted in the event of any stock split, dividend, combination, recapitalization or similar event (or the record date thereof), occurring during such 10-day period). The "Adjustment Amount" will be equal to \$50 million less the aggregate Proceeds of the sale of all of the Homestore Shares. The "Determination Date" shall be the date on which all Homestore Shares delivered to Seller as provided herein have been sold or otherwise disposed of by Seller. For purposes of this Agreement, all of the Homestore Shares shall be deemed to have been sold or otherwise disposed of upon the broker's execution of the trade relating to the last Homestore Share held in the Seller Account (as defined herein), and not the date of settlement of such trade. Seller shall cause the Bank (as defined herein) to provide notice to Seller and Cendant as to the occurrence of the Determination Date. For purposes of this Agreement, the term "business day" shall mean any day other than Saturday, Sunday, a holiday, a bank holiday or a day in which the NYSE is closed for business, and shall consist of the time period from 12:00 a.m. through 12:00 midnight Eastern time and the term "close of business" shall mean the close of business in New York City.

(c) Prior to the Closing Date, Seller shall open a brokerage account (the "Seller Account") with Goldman Sachs & Co. (the "Bank"). At the Closing, Cendant shall, and shall cause CMS to, transfer the Homestore Shares to Seller and such shares shall be deposited in the Seller Account. Seller agrees to instruct the Bank to sell all Homestore Shares delivered to the Seller Account on or before the close of trading on the fifth (5th) trading day following (but not including) the Closing Date (which fifth (5th) trading day will be extended by the number of days, if any, that sales of Homestore Common Stock are suspended from trading on the Nasdaq Stock Market) in accordance with written instructions mutually agreed upon by the parties. Seller shall instruct Bank to deliver on the Determination Date to Seller and Cendant a written report setting forth the Proceeds of the sale of the Homestore Shares. As used in this Agreement, the "Proceeds" shall be equal to the gross cash proceeds received by Seller from the sale of the Homestore Shares, without deduction of any sales or brokers' commissions, fees and discounts.

(d) In the event that Cendant elects to pay the Adjustment Amount in cash pursuant to Section 1(b) hereof, Cendant shall pay to Seller, within two (2) business days of the Determination Date, such amount by wire transfer of immediately available funds to an account designated by Seller. In the event that Cendant elects to pay the Adjustment Amount by delivering the Cendant Shares to Seller pursuant to Section 1(b) hereof, Cendant shall deliver such Cendant Shares on or before the earlier of (i) the effective date of the Cendant Registration Statement or (ii) the third business day following the Determination Date to one or more accounts designated by the Seller in writing.

2. CLOSING. The closing (the "Closing") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, simultaneously with the execution and delivery of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF LDIG AND SELLER. LDIG and Seller jointly and severally represent and warrant to each of Cendant and CMS as follows:

(a) ORGANIZATION. Each of LDIG and Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to carry on its business substantially as it is now being conducted.

(b) CORPORATE AUTHORIZATION. Each of LDIG and Seller has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby, and the execution, delivery and performance by each of LDIG and Seller of this Agreement have been duly authorized by all requisite corporate action by each of LDIG and Seller. This Agreement has been duly executed and delivered by LDIG and Seller and, assuming due execution by Cendant and CMS, this Agreement constitutes a legal and binding obligation of each of LDIG and Seller, enforceable against each of LDIG and Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally, and to general principles of equity (whether considered in a proceeding in equity or at law).

(c) EXPERIENCE; ACCESS TO INFORMATION. In connection with any issuance of Cendant Shares to it in connection with the payment of the Adjustment Amount, each of LDIG and Seller represents and warrants to Cendant and CMS at the time of such issuance that (i) it is an accredited investor within the meaning of Regulation D promulgated by the Securities and Exchange Commission ("SEC") and, (ii) by virtue of its experience in evaluating and investing in private placement transactions of securities in companies similar to Cendant, it is capable of evaluating the merits and risks of its investment in Cendant, and has the capacity to protect its own interests; LDIG and Seller each acknowledges that neither Cendant nor CMS has made any representation or warranty as to the future profitability, success or business prospects of Cendant.

(d) VALID TITLE. The Tracking Stock Shares are owned by Seller free and clear of any liens, claims, security interests, encumbrances, restrictions on transfer (other than restrictions imposed under federal or state securities laws) or voting (collectively, "Liens"), other than Liens imposed as a result of actions by Cendant or its affiliates. At the Closing, Cendant will receive good title to the Tracking Stock Shares.

(e) REQUIRED APPROVALS; NOTICES AND CONSENTS. Except as described herein, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by LDIG and Seller



of this Agreement or the consummation by LDIG and Seller of the transactions contemplated hereby.

(f) NO ADDITIONAL REPRESENTATIONS. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY LDIG AND SELLER. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LDIG OR SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4. REPRESENTATIONS AND WARRANTIES OF CENDANT AND CMS. Cendant and CMS jointly and severally represent and warrant to Seller and LDIG as of the date hereof as follows:

(a) ORGANIZATION. Each of Cendant and CMS is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to carry on its business substantially as it is now being conducted.

(b) CORPORATE AUTHORIZATION. Each of Cendant and CMS has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby, and the execution, delivery and performance by each of Cendant and CMS of this Agreement have been duly authorized by all requisite action by each of Cendant and CMS. The board of directors of Cendant has authorized the issuance of the Cendant Shares in connection with the payment of the Adjustment Amount. This Agreement has been duly executed and delivered by each of Cendant and CMS and, assuming due execution by Seller and LDIG, this Agreement constitutes a legal and binding obligation of each of Cendant and CMS, enforceable against each of Cendant and CMS in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally, and to general principles of equity (whether considered in a proceeding in equity or at law).

(c) VALIDITY OF SHARES. (i) CENDANT SHARES. The Cendant Shares, when issued, sold, and delivered to Seller in accordance with the terms of this Agreement, (A) will be duly and validly issued, fully paid, non-assessable and will be free of any Liens other than Liens imposed as a result of actions by Seller or its affiliates, (B) the offer and sale of such securities to Seller is not required to be registered under the Securities Act of 1933, as amended (the "Securities Act"), and (C) securities of the same class as the Cendant Shares are listed for trading, and trading thereon is not suspended, on the NYSE. Upon delivery to Seller, Cendant will pass valid title to the Cendant Shares and there are no Liens in respect of the Cendant Shares, other than Liens resulting from any action(s) by Seller or its affiliates.

(ii) CENDANT REGISTRATION STATEMENT. Cendant filed with the SEC on April 27, 2001 a Registration Statement on Form S-3 to register under the Securities Act the resale by Seller of the Cendant Shares (the "Cendant Registration Statement"), and the Cendant Registration Statement has not been amended or supplemented since the date of filing. The SEC has notified Cendant that it does not intend to review the Cendant Registration Statement and that, subject to filing an amendment disclosing the exact number of Cendant Shares and providing to the SEC a written notice requesting that the Cendant Registration Statement be declared effective under the Securities Act, Cendant knows of no reason why the Cendant Registration Statement would not be declared effective promptly following the filing of such amendment and the making of such written request. As of the effective date of the Cendant Registration Statement, (A) the resale of the Cendant Shares by Seller will be duly registered under the Securities Act pursuant to the Cendant Registration Statement and no stop order will be issued or threatened with respect to such registration statement and no person will have initiated or threatened to initiate any proceeding for that purpose, (B) the information contained in the Cendant Registration Statement will be true and accurate in all material respects, and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, (C) the Cendant Shares may be resold by Seller without restriction other than as set forth herein and in compliance with the plan of distribution set forth in the prospectus included as part of the Cendant Registration Statement and customary prospectus delivery requirements (to the extent applicable), and (D) the Cendant Shares shall be listed for trading, and trading thereon shall not be suspended, on the NYSE. As of the date hereof, (W) the SEC has not requested any amendment or supplements to the Cendant Registration Statement other than a request to specify the exact number of Cendant Shares being registered for resale, (X) no stop order has been issued or threatened with respect to the Cendant

Registration Statement and no person has initiated or threatened to initiate any proceeding for that purpose, (Y) the information contained in the Cendant Registration Statement is true and accurate in all material respects, and does not include any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and (Z) the Cendant Shares may be resold by Seller immediately after the Cendant Registration Statement has been declared effective by the SEC without restriction other than as set forth herein and in compliance with the plan of distribution set forth in the prospectus included as part of the Cendant Registration Statement and customary prospectus delivery requirements (to the extent applicable).

(iii) HOMESTORE SHARES. The Homestore Shares, when sold and delivered to Seller in accordance with the terms of this Agreement, (A) have been duly and validly issued, and are fully paid, and non-assessable, (B) have been offered and sold to Seller pursuant to an effective registration statement registering such shares under the Securities Act, (C) may be resold publicly by Seller on The Nasdaq Stock Market immediately after the delivery thereof pursuant to this Agreement without registration under the Securities Act or any state securities laws or delivery of a prospectus relating to such shares, and (D) securities of the same class as the Homestore Shares are listed for trading, and trading thereon is not suspended, on The Nasdaq Stock Market. Upon delivery to Seller, CMS will pass valid title to the Homestore Shares and there are no Liens in respect of the Homestore Shares, other than Liens resulting from any action(s) of Seller or its affiliates. Seller will take the Homestore Shares free and clear of any obligations owed to Homestore and neither Seller nor LDIG shall be deemed a "selling stockholder" as such term is used in the registration statement in respect of the Homestore Shares.

(d) SEC REPORTS. Since January 1, 2001, Cendant has filed all required reports, schedules, forms, registration statements and other documents, including exhibits and all other information incorporated therein (the "Cendant SEC Documents"), with the SEC. As of their respective dates, the Cendant SEC Documents complied in all material respects with the requirements of the Securities Act, or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such Cendant SEC Documents, and none of the Cendant SEC Documents when filed (as amended and restated and as supplemented by subsequently filed Cendant SEC Documents) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) REQUIRED APPROVALS; NOTICES AND CONSENTS. Except as described herein, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by Cendant or CMS of this Agreement or the consummation by Cendant or CMS of the transaction contemplated hereby.

(f) NO ADDITIONAL REPRESENTATIONS. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4 ARE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY CENDANT AND CMS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CENDANT OR CMS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. POST-CLOSING COVENANTS. In the event Cendant elects to deliver the Cendant Shares in payment of the Adjustment Amount, then following the Closing, (a) Cendant shall:

(i) promptly prepare and file with the Commission such amendments and supplements to the Cendant Registration Statement relating to the Cendant Shares and the prospectus used in connection therewith as may be necessary to (x) have the Cendant Registration Statement declared effective by the SEC as promptly as practicable after the Determination Date and (y) keep the Cendant Registration Statement effective and to continue to comply with the provisions of the Securities Act with respect to the disposition of all Cendant Shares until such time as all Cendant Shares have been disposed of in accordance with the intended methods of disposition set forth in the Cendant Registration Statement;

(ii) furnish to Seller such number of conformed copies of the Cendant Registration Statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus contained in the Cendant Registration

Statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents, as Seller may reasonably request in order to facilitate the public sale or other disposition of the Cendant Shares;

(iii) use its reasonable efforts to register or qualify all Cendant Shares and other securities covered by the Cendant Registration Statement under such other securities laws or blue sky laws of such jurisdictions as Seller shall reasonably request, to keep such registrations or qualifications in effect for so long as the Cendant Registration Statement remains in effect, and take any other action which may be reasonably necessary or advisable to consummate the disposition in such jurisdictions of the Cendant Shares, except that Cendant shall not for any such purpose be required to qualify generally to do business as a foreign corporation or dealer in any jurisdiction wherein it would not but for the requirements of this Section 5 be obligated to be so qualified, to subject itself to taxation in any such jurisdiction, to conform its capitalization or the composition of its assets at the time to the securities or blue sky laws of such jurisdiction or to consent to general service of process in any such jurisdiction;

(iv) notify Seller promptly and confirm such advice in writing promptly thereafter:

(A) when any prospectus supplement or post-effective amendment to the Cendant Registration Statement has been filed, and, with respect to any post-effective amendment, when the same has become effective;

(B) of any request by the Commission for amendments or supplements to the Cendant Registration Statement or the prospectus or for additional information;

(C) of the issuance by the Commission of any stop order suspending the effectiveness of the Cendant Registration Statement or the initiation of any proceedings by any person for that purpose;

(D) if at any time the representations and warranties of Cendant contained herein relating to the Cendant Registration Statement cease to be true and correct; and

(E) of the receipt by Cendant of any notification with respect to the suspension of the qualification of any Cendant Shares for sale under the securities or blue sky laws of any jurisdiction or the initiation or threat of any proceeding for such purpose;

(v) notify Seller, at any time when a prospectus relating to the Cendant Registration Statement is required to be delivered under the Securities Act, upon Cendant's discovery that, or upon the happening of any event as a result of which, the prospectus included in the Cendant Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and as soon as practicable prepare and furnish to Seller, a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(vi) use its reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of the Cendant Registration Statement at the earliest possible moment;

(vii) cooperate with Seller and each broker participating in the disposition of the Cendant Shares and their respective counsel in connection with any filings required to be made with the NYSE;

(viii) during the period when a prospectus is required to be delivered under the Securities Act, promptly file all documents required to be filed with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act;

(ix) otherwise use its reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months, but not more than eighteen months, beginning with Cendant's first full calendar quarter after the effective date of the Cendant Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder; and

(x) not amend or modify the plan of distribution set forth in the prospectus included as a part of the Cendant Registration Statement as filed with the SEC on April 27, 2001 or any of the information relating to Seller or LDIG therein without the prior written consent of LDIG; and

(b) Seller shall furnish Cendant in writing such information regarding Seller and the distribution of the Cendant Shares as Cendant may from time to time reasonably request in writing.

(c) Cendant will not file any amendment or any prospectus supplement to the Cendant Registration Statement (excluding documents incorporated by reference which constitute required reports under the Exchange Act) to which Seller shall reasonably object, provided that Cendant may file such documents in a form required by law or upon the advice of its counsel.

6. STOP TRANSFER ORDERS, LEGENDS. The stock certificates representing the Cendant Shares shall bear legends and be subject to stop transfer orders in accordance with the following legend (in addition to any legend required under applicable state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

Upon request of Seller following the Cendant Registration Statement being declared effective, Cendant shall cause its transfer agent to promptly remove the legend set forth above from the certificate(s) evidencing the Cendant Shares or issue to Seller new certificates therefor free of such legend.

7. PUBLIC ANNOUNCEMENTS. Except as otherwise agreed to by the parties hereto, no party shall issue any report, statement or press release or otherwise make any public statements with respect to this Agreement and the transactions contemplated hereby, except as in the reasonable judgement of such party may be required by law or in connection with its obligations as a publicly-held, exchange-listed company, in which case the parties will use their reasonable best efforts to reach mutual agreement as to the language of any such report, statement or press release.

8. MATERIAL DEVELOPMENTS. Cendant may suspend the use of the Cendant Registration Statement for sales of the Cendant Shares for a period of time, not to exceed 90 days in any 12 month period, if (x) Cendant determines that the continued use of the Cendant Registration Statement would require Cendant to disclose a material financing, acquisition or other corporate development of Cendant or any of its affiliates and Cendant shall have determined that such disclosure is not in the best interests of Cendant and shall have advised Seller in writing of such suspension and (y) Cendant has simultaneously suspended sales of Cendant Common Stock under all other then outstanding registration statements for the resale or sale of Cendant Common Stock and/or suspended filing of any such registration statements as a result of such event. The period of suspension of sales of Cendant Shares by Seller shall not exceed the period during which sales by other selling stockholders of Cendant Common Stock are similarly suspended.

9. REPURCHASE OBLIGATIONS. Notwithstanding the foregoing, in the event (i) the Cendant Registration Statement is not declared effective by the SEC prior to the close of business on the third business days following the Determination Date or (ii) Cendant suspends sales of Cendant Shares under the Cendant Registration Statement pursuant to Section 8 or otherwise, (x) at any time during the two (2) trading days following (but not including) the effective date of the Cendant Registration Statement (such two day period, the "Initial Period"), or (y) for a period of three (3) trading day (whether consecutively or in the aggregate) during the ten (10) trading days immediately succeeding the end of the Initial Period, then Cendant will, promptly offer in writing to repurchase all Cendant

Shares then owned by Seller at the per share price used for purposes of determining the Adjustment Amount pursuant to Section 1(b) hereof payable in cash, and if such offer is accepted in writing by Seller within two (2) business days of delivery thereof, repurchase such shares within three (3) business days of such election by Seller.

10. MISCELLANEOUS. (a) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes other prior agreements and understandings between the parties both oral and written regarding such subject matter.

(b) SEVERABILITY. Any provision of this Agreement that is held by a court of competent jurisdiction to violate applicable law shall be limited or nullified only to the extent necessary to bring the Agreement within the requirements of such law.

(c) NOTICES. Any notice required or permitted by this Agreement must be in writing and must be sent by facsimile, by nationally recognized commercial overnight courier, or mailed by United States registered or certified mail, addressed to the other party at the address below or to such other address for notice (or facsimile number, in the case of a notice by facsimile) as a party gives the other party written notice of in accordance with this Section 10(c). Any such notice will be effective as of the date of receipt.

(i) if to Cendant, to:

Cendant Corporation  
9 West 57th Street  
37th Floor  
New York, New York 10019  
Fax: (212) 413-1922  
Attention: Eric J. Bock  
Senior Vice President, Legal

(ii) if to Seller or LDIG, to:

Liberty Digital Inc.  
12312 W. Olympic Blvd.  
Los Angeles, CA 90064  
Fax: (310) 209-3606  
Attention: Mark D. Rozells  
Exec. Vice President and Chief Financial Officer

with a copy (which shall not constitute effective notice) to:

Baker Botts, L.L.P.  
599 Lexington Avenue  
New York, New York 10022  
Fax: (212) 705-5125  
Attention: Frederick H. McGrath

(d) GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule thereof. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America in each case located in the County of New York for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by U.S. registered mail to its respective address set forth in Section 10(c) (or to such other address for notice that such party has given the other party written notice of in accordance with Section 10(c)) shall be effective service of process for any litigation brought against it in any such court. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby in the courts of the State of New York or of the United States of America in each case located in the County of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

(e) DESCRIPTIVE HEADINGS. The descriptive headings herein are to be construed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Agreement nor in any way affect this Agreement.

(f) COUNTERPARTS. This Agreement may be signed in counterparts and all signed copies of this Agreement will together constitute one original of this Agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

(g) ASSIGNMENT. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement on the date first written above.

LIBERTY DIGITAL, INC.

By: /s/ Mark D. Rozells

-----  
Name: Mark D. Rozells  
Title: Executive Vice President and  
Chief Financial Officer

LDIG MOVE, INC.

By: /s/ Mark D. Rozells

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Name: Mark D. Rozells  
Title:

CENDANT CORPORATION

By: /s/ Eric J. Bock

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Name: Eric J. Bock  
Title: Senior Vice President, Legal

CENDANT MEMBERSHIP SERVICES  
HOLDINGS, INC.

By: /s/ Eric J. Bock

-----  
Name: Eric J. Bock  
Title:

## EXCHANGE AGREEMENT

AGREEMENT, dated as of March 28, 2001, by and among Cendant Membership Services Holdings, Inc., a Delaware corporation ("Buyer"), Joseph A. Preis ("Preis"), and John P. McWeeny ("McWeeny" and together with Preis, the "Sellers").

WHEREAS, Preis is the owner of 81,761 shares ("the Preis Shares") of Cendant Corporation common stock designated as Move.com Tracking Stock, par value \$0.01 per share ("Move.com Stock"), and McWeeny is the owner of 15,751 shares of Move.com Stock (the "McWeeny Shares" and together with the Preis Shares, the "Tracking Stock Shares");

WHEREAS, Buyer is a party to an Agreement and Plan of Reorganization, dated as of October 26, 2000, by and among Homestore.com, Inc., ("Homestore"), Metal Acquisition Corp., WW Acquisition Corp., Move.com, Inc. ("Move.com"), Welcome Wagon International Inc., Buyer and Cendant Corporation, a Delaware corporation ("Parent"), pursuant to which each outstanding share of common stock of Move.com, par value \$.01 per share, was converted into the right to receive .7284 shares (the "Exchange Ratio") of common stock of Homestore.com, Inc., par value \$0.001 per share ("Homestore Common Stock"); and

WHEREAS, the parties desire to exchange Tracking Stock Shares for shares of Homestore Common Stock at the Exchange Ratio (substituting Tracking Stock Shares for shares of common stock of Move.com in the calculation), on the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of the provisions contained herein, the parties hereto agree as follows:

1. EXCHANGE OF TRACKING STOCK SHARES FOR HOMESTORE SHARES.

1.1 Exchange of Shares. On the terms and subject to the conditions contained herein, Buyer agrees to exchange with the Sellers and the Sellers agree to exchange with Buyer (i) 59,555 shares of Homestore Common Stock (the "Preis Homestore Shares") in exchange for the Preis Shares, and (ii) 11,473 shares of Homestore Common Stock (the "McWeeny Homestore Shares" and, together with the Preis Homestore Shares, the "Homestore Shares") in exchange for the McWeeny Shares. Pursuant to a Registration Rights Agreement, dated as of October 26, 2000 and effective as of February 16, 2000, by and between Homestore and Parent (the "Registration Rights Agreement"), Homestore is required to file a registration statement on Form S-3 no later than May 17, 2001 for a public offering of the Homestore Shares (the "Shelf Registration").

1.2 Delivery of Shares. (a) At the Closing each of the Sellers shall deliver to Buyer validly issued certificates representing the Tracking Stock Shares duly endorsed in blank or accompanied by stock powers duly executed in blank, with all necessary stock transfer stamps affixed.

(b) At the Closing Buyer shall (i) deliver to Preis a validly issued certificate representing the Preis Homestore Shares duly endorsed in blank or accompanied by stock powers duly executed in blank, with all necessary stock transfer stamps affixed and (ii) deliver to McWeeny a validly issued certificate representing the McWeeny Homestore Shares duly endorsed in blank or accompanied by stock powers duly executed in blank, with all necessary stock transfer stamps affixed.

2. THE CLOSING. Upon the terms and subject to the conditions of this Agreement, it is intended that the closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the date of execution of this Agreement at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, at 10:00 a.m. (local time); provided, however, if any of the conditions set forth in this Agreement shall not have been satisfied or waived as of the date of this Agreement, then the Closing shall take place on the third business day after satisfaction of all the conditions provided for in Section 5 hereof, or at such other place and time as the parties hereto shall agree in writing (the time and date of such closing being referred to herein as the "Closing Date"). The parties hereto agree to use their best efforts to have the Closing occur as soon as practicable consistent with the provisions of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

Each of the Sellers jointly and severally represent and warrant to Buyer as follows:

3.1 Authorization. Each Seller has full power and authority to enter into and to perform its obligation under this Agreement in accordance with its terms.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered on behalf of each Seller and, assuming due authorization, execution and delivery by Buyer, constitutes the legal and binding obligation of each of the Sellers enforceable against the Sellers in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and to general equity principles (whether considered in a proceeding in equity or at law).

3.3 Required Approvals, Notices and Consents. Except as described herein or in Schedule 3.3 hereof, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by each of the Sellers of this Agreement or the consummation by each of the Sellers of the transaction contemplated hereby.

3.4 Restricted Securities. Until the Shelf Registration is declared effective by the Securities and Exchange Commission pursuant to the Registration Rights Agreement (which may or may not occur by May 17, 2001), each Seller understands that (a) the Homestore Shares to be received by such Seller hereunder are characterized as "restricted securities" under the federal securities laws inasmuch as such securities are being acquired from Buyer in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances and (b) the certificate(s) representing the Homestore Shares shall bear the following legends:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A WRITTEN OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO THE ISSUER IN FORM AND SUBSTANCE, THAT SUCH TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933.

The Sellers must request that Homestore remove the legend set forth above from the certificates evidencing the Homestore Shares or issue to such holder new certificates therefor free of such legend in connection with the Shelf Registration.

3.5 Suitability Standards.

- (a) Each Seller is acquiring the Homestore Shares for investment purposes only and solely for his own accounts and not with a view to, or for resale in connection with, the distribution or disposition thereof, except for such distributions or dispositions which are effected in compliance with the Securities Act;
- (b) Each Seller understand that the Homestore Shares have not been registered under the Securities Act or under any state securities or "blue sky" laws;
- (c) Each Seller will not directly or indirectly offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of, or solicit any offers to purchase or otherwise acquire or take a pledge of, any of the Homestore Shares, except in accordance with the Securities Act and all applicable state securities or "blue sky" laws;
- (d) The financial situation of each Seller is such that he can afford to bear the economic risk of holding the Homestore Shares for an indefinite period of time and suffer complete loss of his investment in the Homestore Shares;
- (e) Each Seller has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks relating to his investment in the Homestore



Shares;

- (f) Each Seller acknowledge that the Homestore Shares must be held indefinitely and each Seller must continue to bear the economic risk of his investments in the Homestore Shares until the Homestore Shares are subsequently registered under the Securities Act or an exemption from such registration is available;
- (g) Each Seller understands that the Homestore Shares represent a speculative investment which involves a high degree of risk of loss of his investment therein;
- (h) In making his decision to receive the Homestore Shares under this Agreement, each Seller has relied upon independent investigations made by his and, to the extent believed by him to be appropriate, his representatives, including his own professional, tax and other advisors;
- (i) In making his decision to receive the Homestore Shares under this Agreement, each Seller has not received or relied upon any information relating the Homestore from Buyer and each Seller has relied solely upon the public filings of Homestore to evaluate the risks associated with ownership of the Homestore Shares; and
- (j) All information that each Seller has provided to Buyer concerning himself and his financial position and the financial position of Preis' spouse is true, complete and correct as of the date of this Agreement.

3.6 Fees and Commissions. No agent, broker, investment banker, person or firm acting on behalf of or under the authority of either Seller is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each Seller agrees to indemnify and hold harmless Buyer from liability for any compensation to any intermediary retained or otherwise authorized to act by, or on behalf of, such Seller and the fees and expenses of defending against such liability or alleged liability.

3.7 Transfer Instructions. Each Seller agrees that Homestore may provide for appropriate transfer instructions to implement the provisions of Section 3.4 hereof.

4. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to each of the Sellers as follows:

4.1 Organization and Standing. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

4.2 Binding Agreement. Buyer has all requisite corporate power and authority to enter into, execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transaction contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by Buyer and, assuming due authorization, execution and delivery by each of the Sellers, constitutes the legal and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, and to general equity principles (whether considered in a proceeding in equity or at law).

4.3 Fees and Commissions. No agent, broker, investment banker, person or firm acting on behalf of or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein.

4.4 Required Approvals, Notices and Consents. Except as described herein or in Schedule 4.4 hereof, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by Buyer of this Agreement or the consummation by Buyer of the transaction contemplated hereby.

5. CONDITIONS PRECEDENT. To the extent that the date of this Agreement is not also the date of the Closing the following shall apply: The obligations of each party hereunder are subject to the fulfillment on or prior to the Closing as follows:

5.1 Representations, Warranties and Agreements. The representations and warranties of the other party hereto shall be true and correct in all material respects on the Closing Date as though made on and as of such date and the other party shall have performed all other obligations and agreements contained in this Agreement to be performed prior to the Closing.

6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and undertakings, whether written or oral, relating to matters provided for herein. There are no provisions, undertakings, representations or warranties relative to the subject matter of this Agreement not expressly set forth herein.

6.2 Expenses. Except as otherwise specifically provided in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transaction contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

6.3 Notices. Any notice, demand, claim, notice of claim, request or communication required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally by facsimile transmission or sent by first class or certified mail, postage prepaid to the following addresses,

If to Preis:

Joseph A. Preis  
c/o MetroRent, Inc.  
2021 Fillmore Street  
San Francisco, California 94115  
Facsimile: (415) 563-0383

With a copy to

Dudnick Detwiler Rivin & Stikker LLP  
351 California Street, 15th Floor  
San Francisco, California 94104  
Attention: Jeffrey B. Detwiler, Esq.  
Facsimile: (415) 982-1401

If to McWeeny:

John P. McWeeny  
c/o MetroRent, Inc.  
2021 Fillmore Street  
San Francisco, California 94115  
Facsimile: (415) 563-0383

with a copy to:

Dudnick Detwiler Rivin & Stikker LLP  
351 California Street, 15th Floor  
San Francisco, California 94104  
Attention: Jeffrey B. Detwiler, Esq.  
Facsimile: (415) 982-1401

If to Buyer:

c/o Cendant Corporation  
9 West 57th Street  
New York, New York 10019  
Attention: Eric J. Bock, Esq.  
Facsimile: (212) 413-1922

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square

New York, New York 10038  
Attention: David Fox, Esq.  
Facsimile: (212) 735-2000

or to such other address as any party may request by notifying in writing all of the other parties to this Agreement in accordance with this Section 6.3.

Any such notice shall be deemed to have been received on the date of personal delivery, the date set forth on the postal service return receipt, the date of delivery shown on the records of the overnight courier or the date shown on the facsimile confirmation, as applicable.

6.4 Benefit and Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There shall be no assignment of any interest under this Agreement by any party except that Buyer may assign its rights hereunder to any wholly owned subsidiary of Buyer; provided, however, that no such assignment shall relieve the assignor of its obligations under this Agreement. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.5 Waiver. Any waiver of any provision of this Agreement shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

6.6 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Sellers and Buyer.

6.7 Release of Claims. The Sellers hereby fully and unconditionally releases from any and all claims, actions, causes of actions, lawsuits, damages, liabilities, costs, losses, expenses, assessments, sums of money, promises and demands of any nature whatsoever of the Sellers against Buyer and each of its respective officers, directors, employees or agents which are related to or arise out of (a) any act taken or omitted to be taken in connection with or in anticipation of the transactions contemplated hereby or (b) any act taken or omitted to be taken by Buyer in connection with the transactions contemplated hereby; provided that the foregoing shall in no event operate as a release of claims, actions, causes of action, lawsuits, damages, liabilities, costs, losses, expenses, assessments, sums of money, promises or demands of any nature whatsoever that in any way relate to or arise out of or in connection with that certain Asset Purchase Agreement among Parent, Move.com, Sellers and others dated as of October 29, 1999, as amended, those certain Employment Agreements between Rent Net, Inc. and each Seller dated December 17, 1999, that certain Escrow Agreement among Move.com, Bank of San Francisco, Sellers and others dated as of December 17, 1999, and those certain Stock Option Agreements between Move.com and each Seller dated as of January 13, 2000.

6.8 Construction of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual agreement, and this Agreement shall not be deemed to have been prepared by any single party hereto. The headings of the sections and subsections of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Agreement or the intent of any section or subsection. This Agreement may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6.9 Governing Law. This Agreement shall be governed by, enforced under and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law provision or rule thereof. The parties submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America in each case located in the County of New York for any litigation arising out of or relating to the Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CENDANT MEMBERSHIP SERVICES HOLDINGS, INC.

/s/ Eric J. Bock

-----  
Name: Eric J. Bock  
Title: Senior Vice President & Secretary

JOSEPH A. PREIS

/s/ Joseph A. Preis

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JOHN P. MCWEENY

/s/ John P. McWeeny

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## EXCHANGE AGREEMENT

AGREEMENT, dated as of March 28, 2001, by and among Cendant Membership Services Holdings, Inc., a Delaware corporation ("Buyer"), Richard Henkin ("Richard"), and Sonia Henkin ("Sonia" and together with Richard, the "Sellers").

WHEREAS, the Sellers own of 6,358 shares ("Tracking Stock Shares") of Cendant Corporation common stock designated as Move.com Tracking Stock, par value \$0.01 per share ("Move.com Stock");

WHEREAS, Buyer is a party to an Agreement and Plan of Reorganization, dated as of October 26, 2000, by and among Homestore.com, Inc., ("Homestore"), Metal Acquisition Corp., WW Acquisition Corp., Move.com, Inc. ("Move.com"), Welcome Wagon International Inc., Buyer and Cendant Corporation, a Delaware corporation ("Parent"), pursuant to which each outstanding share of common stock of Move.com, par value \$.01 per share, was converted into the right to receive .7284 shares (the "Exchange Ratio") of common stock of Homestore.com, Inc., par value \$0.001 per share ("Homestore Common Stock"); and

WHEREAS, the parties desire to exchange Tracking Stock Shares for shares of Homestore Common Stock at the Exchange Ratio (substituting Tracking Stock Shares for shares of common stock of Move.com in the calculation), on the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of the provisions and the mutual consents contained herein, the parties hereto agree as follows:

1. EXCHANGE OF TRACKING STOCK SHARES FOR HOMESTORE SHARES.

1.1 EXCHANGE OF SHARES. On the terms and subject to the conditions contained herein, Buyer agrees to exchange with the Sellers and the Sellers agree to exchange with Buyer 4,631 shares of Homestore Common Stock (the "Homestore Shares") in exchange for the Tracking Stock Shares. Pursuant to a Registration Rights Agreement, dated as of October 26, 2000 and effective as of February 16, 2000, by and between Homestore and Parent (the "Registration Rights Agreement"), Homestore is required to file a registration statement on Form S-3 no later than May 17, 2001 for a public offering of the Homestore Shares (the "Shelf Registration").

1.2 DELIVERY OF SHARES. (a) At the Closing each of the Sellers shall deliver to Buyer a validly issued certificate representing the Tracking Stock Shares duly endorsed in blank or accompanied by stock powers duly executed in blank, with all necessary stock transfer stamps affixed.

(b) At the Closing Buyer shall deliver to the Sellers a validly issued certificate representing the Homestore Shares duly endorsed in blank or accompanied by stock powers duly executed in blank, with all necessary stock transfer stamps affixed.

2. THE CLOSING. Upon the terms and subject to the conditions of this Agreement, it is intended that the closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the date of execution of this Agreement at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, at 10:00 a.m. (local time); provided, however, if any of the conditions set forth in this Agreement shall not have been satisfied or waived as of the date of this Agreement, then the Closing shall take place on the third business day after satisfaction of all the conditions provided for in Section 5 hereof, or at such other place and time as the parties hereto shall agree in writing (the time and date of such closing being referred to herein as the "Closing Date"). The parties hereto agree to use their best efforts to have the Closing occur as soon as practicable consistent with the provisions of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLERS. Each of the Sellers jointly and severally represent and warrant to Buyer as follows:

3.1 AUTHORIZATION. Each Seller has full power and authority to enter into and to perform its obligation under this Agreement in accordance with its terms.

3.2 BINDING AGREEMENT. This Agreement has been duly and validly executed and delivered on behalf of each Seller and, assuming due authorization, execution and delivery by Buyer, constitutes the legal and binding obligation of each of the Sellers enforceable against the Sellers in accordance with its terms subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other

similar laws relating to or affecting creditors' rights generally, to general equity principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3.3 REQUIRED APPROVALS, NOTICES AND CONSENTS. Except as described herein or in Schedule 3.4 hereof, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by each of the Sellers of this Agreement or the consummation of the transaction contemplated hereby.

3.4 RESTRICTED SECURITIES. Until the Shelf Registration is declared effective by the Securities and Exchange Commission pursuant to the Registration Rights Agreement (which may or may not occur by May 17, 2001), each Seller understands that (a) the Homestore Shares to be received by such Seller hereunder are characterized as "restricted securities" under the federal securities laws inasmuch as such securities are being acquired from Buyer in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances and (b) the certificate(s) representing the Homestore Shares shall bear the following legends:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A WRITTEN OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO THE ISSUER IN FORM AND SUBSTANCE, THAT SUCH TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND VOTING CONTAINED IN STOCKHOLDER AGREEMENT WHICH MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST OF THE HOLDER OR RECORD OF THIS SECURITY TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL OFFICES OF THE CORPORATION.

The Sellers must request that Homestore remove the legend set forth above from the certificates evidencing the Homestore Shares or issue to such holder new certificates therefor free of such legend in connection with the Shelf Registration.

### 3.5 SUITABILITY STANDARDS.

- (a) Each Seller is acquiring the Homestore Shares for investment purposes only and solely for his own accounts and not with a view to, or for resale in connection with, the distribution or disposition thereof, except for such distributions or dispositions which are effected in compliance with the Securities Act;
- (b) Each Seller understand that the Homestore Shares have not been registered under the Securities Act or under any state securities or "blue sky" laws;
- (c) Each Seller will not directly or indirectly offer, sell, transfer, assign, pledge, hypothecate or otherwise dispose of, or solicit any offers to purchase or otherwise acquire or take a pledge of, any of the Homestore Shares, except in accordance with the Securities Act and all applicable state securities or "blue sky" laws;
- (d) The financial situation of each Seller is such that he can afford to bear the economic risk of holding the Homestore Shares for an indefinite period of time and suffer complete loss of his investment in the Homestore Shares;
- (e) Each Seller has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks relating to his investment in the Homestore Shares;
- (f) Each Seller acknowledge that the Homestore Shares must be held indefinitely and each Seller must continue to bear the economic risk of his investments in the Homestore Shares until the Homestore Shares are subsequently registered under the Securities Act or an exemption from such registration is available;
- (g) Each Seller understands that the Homestore Shares represent a speculative investment which involves a high degree of

risk of loss of his investment therein;

- (h) In making his decision to receive the Homestore Shares under this Agreement, each Seller has relied upon independent investigations made by his and, to the extent believed by him to be appropriate, his representatives, including his own professional, tax and other advisors;
- (i) In making his decision to receive the Homestore Shares under this Agreement, each Seller has not received or relied upon any information relating the Homestore from Buyer and each Seller has relied solely upon the public filings of Homestore to evaluate the risks associated with ownership of the Homestore Shares; and
- (j) All information that each Seller has provided to Buyer concerning himself and his financial position is true, complete and correct as of the date of this Agreement.

3.6 FEES AND COMMISSIONS. No agent, broker, investment banker, person or firm acting on behalf of or under the authority of either Seller is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each Seller agrees to indemnify and hold harmless Buyer from liability for any compensation to any intermediary retained or otherwise authorized to act by, or on behalf of, such Seller and the fees and expenses of defending against such liability or alleged liability.

3.7 TRANSFER INSTRUCTIONS. Each Seller agrees that Homestore may provide for appropriate transfer instructions to implement the provisions of Section 3.4 hereof.

4. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to each of the Sellers as follows:

4.1 ORGANIZATION AND STANDING. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

4.2 BINDING AGREEMENT. Buyer has all requisite corporate power and authority to enter into, execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transaction contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by Buyer and, assuming due authorization, execution and delivery by each of the Sellers, constitutes the legal and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, to general equity principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

4.3 FEES AND COMMISSIONS. No agent, broker, investment banker, person or firm acting on behalf of or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein.

4.4 REQUIRED APPROVALS, NOTICES AND CONSENTS. Except as described herein or in Schedule 4.4 hereof, no consent or approval of, other action by, or any notice to, any governmental body or agency, domestic or foreign, or any third party is required in connection with the execution and delivery by the Buyer of this Agreement or the consummation of the transaction contemplated hereby.

5. CONDITIONS PRECEDENT. To the extent that the date of this Agreement is not also the date of the Closing the following shall apply: The obligations of each party hereunder are subject to the fulfillment on or prior to the Closing as follows:

5.1 REPRESENTATIONS, WARRANTIES AND AGREEMENTS. The representations and warranties of the other party hereto shall be true and correct in all material respects on the date of the Closing Date as though made on and as of such date and the other party shall have performed all other obligations and agreements contained in this Agreement to be performed prior to the Closing.

6. MISCELLANEOUS.

6.1 ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject

matter hereof and supersedes any and all prior agreements, arrangements and undertakings, whether written or oral, relating to matters provided for herein. There are no provisions, undertakings, representations or warranties relative to the subject matter of this Agreement not expressly set forth herein.

6.2 EXPENSES. Except as otherwise specifically provided in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transaction contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

6.3 NOTICES. Any notice, demand, claim, notice of claim, request or communication required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally by facsimile transmission or sent by first class or certified mail, postage prepaid to the following addresses,

If to the Sellers:

Homehunters  
1038 North Fairfax Avenue  
West Hollywood, California 90046  
Attention: Richard Henkin  
Facsimile: (323) 848-8763

If to Buyer:

c/o Cendant Corporation  
9 West 57th Street  
New York, New York 10019  
Attention: Eric J. Bock, Esq.  
Facsimile: (212) 413-1922

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10038  
Attention: David Fox, Esq.  
Facsimile: (212) 735-2000

or to such other address as any party may request by notifying in writing all of the other parties to this Agreement in accordance with this Section 6.3

Any such notice shall be deemed to have been received on the date of personal delivery, the date set forth on the postal service return receipt, the date of delivery shown on the records of the overnight courier or the date shown on the facsimile confirmation, as applicable.

6.4 BENEFIT AND ASSIGNMENT. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There shall be no assignment of any interest under this Agreement by any party except that Buyer may assign its rights hereunder to any wholly owned subsidiary of Buyer; provided, however, that no such assignment shall relieve the assignor of its obligations under this Agreement. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.5 WAIVER. Any waiver of any provision of this Agreement shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

6.6 AMENDMENT. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Sellers and Buyer.

6.7 RELEASE OF CLAIMS. The Sellers hereby fully and unconditionally releases from any and all claims, actions, causes of actions, lawsuits, damages, liabilities, costs, losses, expenses, assessments, sums of money, promises and demands of any nature whatsoever of the Sellers against Buyer and each of its respective officers, directors, employees or agents which are related to or arise out of (a) any



act taken or omitted to be taken in connection with or in anticipation of the transactions contemplated hereby or (b) any act taken or omitted to be taken by Buyer in connection with the transactions contemplated hereby.

6.8 CONSTRUCTION OF THIS AGREEMENT. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual agreement, and this Agreement shall not be deemed to have been prepared by any single party hereto. The headings of the sections and subsections of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Agreement or the intent of any section or subsection. This Agreement may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6.9 GOVERNING LAW. This Agreement shall be governed by, enforced under and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law provision or rule thereof. The parties submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America in each case located in the County of New York for any litigation arising out of or relating to the Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CENDANT MEMBERSHIP SERVICES HOLDINGS, INC.

/s/ Eric J. Bock

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Name: Eric J. Bock  
Title: Senior Vice President & Secretary

RICHARD HENKIN

/s/ Richard Henkin

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SONIA HENKIN

/s/ Sonia Henkin

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## DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT, dated as of March 30, 2001 (this "Agreement"), by and between Cendant Internet Group, Inc., a Delaware corporation ("CIG"), and Travel Portal, Inc., a Delaware corporation (the "Company").

WHEREAS, in connection with the execution of this Agreement, the Company and CIG are entering into a Transaction Agreement (the "Transaction Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Transaction Agreement, CIG has agreed to advance funds and shares of common stock ("Homestore Common Stock") of Homestore.com, Inc. ("Homestore") to the Company solely for the Company's use in researching and developing Internet-related products and systems.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Advance. (a) Subject to the terms and conditions of this Agreement, as soon as practicable after the execution of this Agreement, CIG shall advance, or cause one or more of its subsidiaries to advance, to the Company (i) \$45,000,000 in cash, payable by wire transfer of immediately available funds to one or more accounts designated by the Company for such purpose and (ii) 1,500,000 shares of Homestore Common Stock (which shares have a fair market value of \$33,656,250 (collectively, the "Advance"). The parties hereto agree that the Company shall use the Advance solely for the purpose of researching and developing Internet-related products and systems.

(b) The certificate representing the shares of Homestore Common Stock delivered as part of the Advance, and any certificates subsequently issued with respect thereto or in substitution therefor (including any shares issued or issuable in respect of any such shares upon any stock split stock dividend, recapitalization, or similar event), shall bear the following legends:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A WRITTEN OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO THE ISSUER IN FORM AND SUBSTANCE, THAT SUCH TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933."

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND VOTING CONTAINED IN STOCKHOLDER AGREEMENT WHICH MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST OF THE HOLDER OF RECORD OF THIS SECURITY TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL OFFICES OF THE CORPORATION."

2. Interest. Commencing on the first day of the first consecutive twelve month period in which the Company's EBITDA (calculated as set forth in Section 3(a)(i) below) equals or exceeds \$20,000,000, interest shall accrue on the outstanding unpaid amount of the Advance at an annual rate equal to Eighteen Percent (18%). Interest shall be payable only upon repayment of the Advance in accordance with Section 3 hereof. Interest shall be payable in cash. Any payments made by the Company hereunder shall be applied first to any accrued and unpaid interest and second to the principal amount of the Advance.

3. Repayment. (a) The Company agrees to repay to CIG the \$78,656,250 Advance, in full and with interest as set forth in Section 2 hereof (the "Repayment"), upon the earliest of the following events to occur:

(i) 90 days following the Company achieving earnings before income taxes, depreciation and amortization (exclusive of any income or losses resulting from the ownership and/or any sale of the Homestore Common Stock being advanced to the Company hereunder) ("EBITDA") of at least \$20,000,000 for any consecutive twelve months (as reflected in the consolidated income statements of the Company prepared in accordance with generally accepted accounting principles (except for the absence of footnotes)) (the "EBITDA Target"), provided however, that the Company shall not be

required to make the Repayment unless the Company achieves the EBITDA Target during the 5-year period from April 1, 2001 to March 31, 2006; or

(ii) the consummation of a Change of Control (as defined below) of the Company in a transaction which values (as determined in good faith by the Board of Directors) the Company, its assets or its equity securities at \$100,000,000 or more (exclusive of any value attributable to the Homestore Common Stock owned by the Company at the time of Change of Control), provided, however, that in the event of such a Change of Control of the Company, notwithstanding anything else in this Section 3, the Company shall be required to apply 66.7% of the dollar value of the consideration received by the Company in connection with such Change of Control in excess of \$100,000,000 to the Repayment, until such time as the Advance is repaid in full with interest as set forth in Section 2 hereof; and any remaining unpaid amount of the Advance after giving effect to such Repayment shall continue to be outstanding pursuant to the terms of this Agreement. Schedule 3(ii), attached hereto, sets forth some examples as to how this Section 3(ii) would be applied in certain hypothetical situations.

(b) The Company shall make the Repayment within five (5) business days of the date on which the Repayment becomes due pursuant to subsection (a) above and shall make the Repayment by wire transfer of immediately available funds to one or more accounts designated by CIG for such purpose.

(c) For purposes of this Agreement:

"Change of Control" of the Company means the occurrence of any of the following with respect to the Company: (i) there shall be consummated (A) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's Common Stock would be converted in whole or in part into cash, securities or other property, other than a consolidation or merger of the Company in which the holders of the Company's Common Stock immediately prior to the consolidation or merger own 70% or more of the common stock of the surviving corporation immediately after such consolidation or merger, (B) any consolidation or merger of the Company in which the Company is the continuing or surviving corporation, other than any such consolidation or merger in which the holders of the Company's Common Stock immediately prior to the consolidation or merger, hold at least 70% of the voting equity of the continuing or surviving corporation immediately after such merger or consolidation or (C) any sale, lease, exchange or transfer (in one transaction or a series of related transactions) of 30% or more in value of the assets of the Company (based on the fair market value of such assets at the time of sale), and other than through the Put Right as that term is defined herein or (ii) any Person (as defined below), other than the Company or a subsidiary thereof, any employee benefit plan sponsored by the Company or a subsidiary thereof, Candant Corporation, a Delaware corporation (or any of its subsidiaries) or the Hospitality Technology Trust shall become the beneficial owner (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of securities of the Company representing at least 30% of the combined voting stock of the Company as a result of a tender or exchange offer, open market purchases, privately negotiated purchases or otherwise..

"Person" means an individual or a corporation, association, partnership, limited liability company, joint venture, business, trust or any other entity or organization, including a government or any subdivision or agency thereof.

4. Right to Call Homestore Common Stock. (a) At any time after the date hereof, CIG shall have the right (the "Call Right"), but not the obligation, to purchase in whole, or in part, any shares of Homestore Common Stock owned by the Company (the "Call Shares"). CIG shall exercise the Call Right by delivering written notice (the "Call Notice") to the Company indicating the number of Call Shares it desires to purchase and the date and time fixed for the consummation of such sale (the "Call Closing"), which date shall not be more than ten business days following the date of delivery of the Call Notice. The price per Call Share payable to the Company pursuant to a valid exercise of the Call Right (the "Call Price Per Share") shall equal the fair market value of such Homestore Common Stock (based on the closing trading price per share of the Homestore Common Stock on the day immediately prior to the date of exercise).

(b) At the Call Closing, the Company shall deliver to CIG (or a subsidiary of CIG designated by CIG) the certificate representing the Call Shares duly endorsed, free and clear of any liens, pledges, charges,

claims, security interests or other encumbrances ("Liens"), against delivery of the Call Price Per Share for each of the Call Shares by wire transfer to an account designated by the Company for such purpose or by certified or bank check.

5. Right to Put Homestore Common Stock. (a) The Company shall only dispose of the Homestore Common Stock as follows: At any time after September 1, 2001, the Company shall have the right (the " Put Right"), but not the obligation, to require CIG to purchase all, but not less than all, the shares of Homestore Common Stock owned by the Company. The Put Right shall be exercisable by the Company by delivering written notice (the " Put Notice") to CIG indicating the Company's intent to exercise the Put Right. The date and time fixed for the consummation of such sale (the " Put Closing") shall be determined by CIG upon receipt of a Put Notice, which date shall be not more than sixty days after the date of a Put Notice. The price per share of Common Stock payable to the Company pursuant to a valid exercise of the Put Right (the " Put Price Per Share") shall equal the fair market value of such Homestore Common Stock (based on the closing trading price per share of the Homestore Common Stock on the day immediately prior to the date of exercise).

(b) The Company shall be bound at all times by the provisions in that certain Stockholders Agreement by and between Homestore and CIG dated as of October 26, 2001 (the "Homestore Stockholders Agreement"), including, but not limited to, the following: Company shall not, directly or indirectly, sell, transfer, pledge, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, transfer the economic risk of ownership of, or otherwise dispose of (each, a "Transfer"), any Voting Stock or Non-Voting Convertible Securities. Any attempted Transfer not in compliance with Section 1.2 of the Homestore Stockholders Agreement shall be null and void ab initio.

(c) At the Put Closing, the Company shall deliver to the purchaser certificates representing the shares of Homestore Common Stock to be so purchased duly endorsed, free and clear of any Liens, against delivery of the Put Price Per Share for each of such shares of Homestore Common Stock by wire transfer to an account designated by the Company for such purpose or by certified or bank check.

#### 6. Representations of the Company.

(a) The Company is aware of Homestore's business affairs and financial condition and has acquired sufficient information about Homestore to reach an informed and knowledgeable decision to acquire the shares of Homestore Common Stock being advanced to it pursuant to this Agreement. The Company is receiving the shares of Homestore Common Stock for investment for its own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(b) The Company understands that the shares of Homestore Common Stock being advanced to it pursuant to this Agreement have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of its investment intent and other representations as expressed herein.

(c) The Company further acknowledges and understands that the shares of Homestore Common Stock being advanced to it pursuant to this Agreement must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Company understands that the certificate evidencing the shares of Homestore Common Stock being advanced to it hereunder will be imprinted with the legends referred to in Section 1(b) above which prohibit the transfer of the securities unless they are registered or Homestore receives an opinion of counsel, reasonably acceptable to it, to the effect that such registration is not required.

(d) The Company, by reason of the Company's business or financial experience has the capacity to protect its own interests in connection with the receipt of the shares of Homestore Common Stock constituting the stock portion of the Advance.

(e) The Company is aware of the adoption of Rule 144 by the Securities and Exchange Commission (the "SEC"), promulgated under the Securities Act, which permits limited public resale of securities acquired in a non-public offering subject to the satisfaction of certain conditions set forth therein, including, among other things, a one-year holding period, the availability of certain public information about the issuer, the requirement that the sale be effected through a "broker's transaction"

or in transactions directly with a "market maker" (as defined in Rule 144) and the number of shares being sold in any three-month period not exceeding specific limitations.

(f) The Company further acknowledges that in the event all of the requirements of Rule 144 are not met, some other registration exemption will be required; and that although Rule 144 is not exclusive, the staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and other than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

7. Agreement With Respect to Homestore Common Stock. The parties agree that any repurchase by CIG or any of its affiliates of the Homestore Common Stock being advanced to the Company pursuant to this Agreement shall be for a price that is no less than the fair market value of such Homestore Common Stock on the trading day immediately prior to such repurchase.

8. Governing Law. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

9. Counterparts. This Agreement may be signed in counterparts and all signed copies of this Agreement will together constitute one original of this Agreement.

10. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of CIG. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all other prior agreements and understandings between the parties, both oral and written, regarding such subject matter.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the date first above written.

CENDANT INTERNET GROUP, INC.

By: /s/ Samuel L. Katz

-----  
Name: Samuel L. Katz  
Title: Chief Executive Officer

TRAVEL PORTAL, INC.

By: /s/ Jacob Stepan

-----  
Name: Jacob Stepan  
Title: Chief Operating Officer

March 30, 2001

Homestore.com, Inc.  
325 W. Hillcrest Drive, Suite 100  
Thousand Oaks, CA 91360

Dear Sirs:

This is to confirm our mutual understanding that Cendant Corporation is pursuing a transaction in which Cendant Corporation or a wholly owned subsidiary of Cendant Corporation (together, "Cendant") will transfer (i) up to \$40 million in value on the date of transfer of common stock, par value \$.001 per share ("Travel Portal Stock"), of Homestore.com, Inc. ("Homestore") from the amount of stock received in consideration for Homestore's purchase of Move.com, Inc., to Travel Portal, Inc. ("Travel Portal"), pursuant to a Development Agreement, dated as of March 30, 2001 (the "Development Agreement"), between Cendant and Travel Portal, the relevant provisions of such agreement which is attached to this letter and (ii) the Existing Shares to The Cendant Charitable Foundation (the "Foundation"). Capitalized terms used herein and otherwise defined shall have the respective meanings set forth in the Stockholder Agreement, dated as of October 26, 2000 (the "Stockholder Agreement"), between Homestore and Cendant.

Homestore hereby agrees that notwithstanding any provision to the contrary in the Stockholder Agreement, or any other agreement between Homestore and Cendant, (i) Cendant shall be permitted to cause the transfer of the Travel Portal Stock to Travel Portal pursuant to the Development Agreement and the Existing Shares to the Foundation, and (ii) Travel Portal shall only dispose of the Travel Portal Stock through transfer of all or a portion of such shares to Cendant in accordance with the Development Agreement at the fair market value of such shares at the date of transfer. Upon receipt of the shares of Travel Portal Stock or the Existing Shares, Travel Portal or the Foundation, as the case may be, shall agree to be bound by the provisions of the Stockholder Agreement with respect to such shares so acquired to the same extent as if it were a party signatory thereto. Without limiting the foregoing, the transfer of the shares shall not result in an increase or decrease of the aggregate number of shares subject to the transfer and volume limitations set forth in Section 1.2 of the Stockholders Agreement.

Cendant hereby consents to the placement of the following legend on the Travel Portal Stock and Foundation shares reflecting the foregoing agreement:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A STOCKHOLDER AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE ISSUER). TRANSFER AND VOTING OF THE SHARES ARE RESTRICTED BY THE TERMS OF THE STOCKHOLDER AGREEMENT, AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY THE APPLICABLE PROVISIONS OF SAID STOCKHOLDER AGREEMENT.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN CENDANT CORPORATION AND HOMESTORE.COM, INC. DATED MARCH 30, 2001.

Cendant agrees that all of the terms and conditions of the Development Agreement as they pertain specifically to the transfer of Travel Portal Stock by the Travel Portal shall be in the form of Exhibit A hereto and any remaining provisions pertaining to the Travel Portal Stock do not address matters governed by the Stockholder Agreement.

Within one week of the date hereof, Cendant shall cause the Foundation to deliver a letter to Homestore whereby the Foundation acknowledges and confirms its agreement to the lockup period set forth in the Stockholder Agreement.

Any the transfer of the Put Right or Call Right described in Exhibit A

below or any amendment to the Development Agreement or any other agreement concerning the Travel Portal Stock in contravention of this agreement or the Stockholder Agreement shall be subject to Homestore's prior written approval.

The parties agree to not disclose the transfer contemplated hereunder or the terms and conditions of this agreement to any third party, other than its agents, representatives, advisors, consultants, investment bankers, accountants and attorneys, unless otherwise required by applicable law, rule or regulation. Neither party shall make any public statement or press release or similar announcement regarding this transfer without the other party's prior written approval.

CENDANT CORPORATION

By: /s/ Eric Bock

-----  
Name: Eric Bock

Title:

Acknowledged and Agreed:

HOMESTORE.COM, INC.

By: /s/ David Rosenblatt

-----  
Name: David Rosenblatt

Title:

Exhibit A

1. Right to Put Homestore Common Stock.

(a) The Company shall only dispose of the Homestore Common Stock as follows: At any time after January 31, 2002 Company shall have the right (the "Put Right"), but not the obligation, to require Cendant to purchase all, but not less than all, the shares of Homestore Common Stock owned by the Company. The Put Right shall be exercisable by the Company by delivering written notice (the "Put Notice") to Cendant indicating the Company's intent to exercise the Put Right. The date and time fixed for the consummation of such sale (the "Put Closing") shall be determined by Cendant upon receipt of a Put Notice, which date shall be not more than sixty days after the date of a Put Notice. The price per share of Common Stock payable to the Company pursuant to a valid exercise of the Put Right (the "Put Price Per Share") shall equal the fair market value of such Homestore Common Stock (based on the closing trading price per share of the Homestore Common Stock on the day immediately prior to the date of exercise).

(b) The Company shall be bound by all times by the provisions in that certain Stockholders Agreement by and between Homestore and Cendant dated as of October 26, 2001, including, but not limited to, the following restriction: Company shall not, directly or indirectly, sell, transfer, pledge, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, transfer the economic risk of ownership of, or otherwise dispose of (each, a "Transfer"), any Voting Stock or Non-Voting Convertible Securities. Any attempted Transfer not in compliance with this Section shall be null and void ab initio.

(c) At the Put Closing, the Company shall deliver to the purchaser certificates representing the shares of Homestore Common Stock to be so purchased duly endorsed, free and clear of any Liens, against delivery of the Put Price Per Share for each of such shares of Homestore Common Stock by wire transfer to an account designated by the Company for such purpose or by certified or bank check.

2. Right to Call Homestore Common Stock.

(a) At any time after the date hereof, Cendant shall have the right (the "Call Right"), but not the obligation, to purchase in whole, or in part, any shares of Homestore Common Stock owned by the Company (the "Call Shares"). Cendant shall exercise the Call Right by delivering written notice (the "Call Notice") to the Company indicating the number of Call Shares it desires to purchase and the date and time fixed for the consummation of such sale (the "Call Closing"), which date shall not be more than sixty days following the date of delivery of the Call Notice. The

price per Call Share payable to the Company pursuant to a valid exercise of the Call Right (the "Call Price Per Share") shall equal the fair market value of such Homestore Common Stock (based on the closing trading price per share of the Homestore Common Stock on the day immediately prior to the date of exercise).

(b) At the Call Closing, the Company shall deliver to Cendant (or a subsidiary of Cendant designated by Cendant) the certificate representing the Call Shares duly endorsed, free and clear of any liens, pledges, charges, claims, security interests or other encumbrances ("Liens"), against delivery of the Call Price Per Share for each of the Call Shares by wire transfer to an account designated by the Company for such purpose or by certified or bank check.

### 3. Agreement with Respect to Homestore Common Stock

The parties agree that any repurchase by Cendant or any of its affiliates of the Homestore Common Stock being advanced to the Company pursuant to this Agreement shall be for a price that is no less than the fair market value of such Homestore Common Stock on the trading day immediately prior to such repurchase.