

ADDENDUM TO _____ CONTRACT ("**ADDENDUM**")

BY AND BETWEEN

_____, **AS BUYER,**

AND

David Stapleton, solely in its capacity as the Court-appointed receiver in the Superior Court of the State of California, in and for the County of Tehama ("Court") action styled *Golden State Farm Credit, ACA v. Anderson & Sons Shelling, Inc.*, Case No. 24-CI-000197 ("Receiver"), AS SELLER,

FOR CERTAIN PROPERTY LOCATED AT

_____ (**the "Property"**)

In accordance with orders entered by the Court on _____, copies of which have been provided to Buyer, in the action styled. *Golden State Farm Credit, ACA v. Anderson & Sons Shelling, Inc.* in the Superior Court of the State of California in and for the County of Tehama, Case No. 24-CI-000197 (the "**Court Action**"), the Receiver has been appointed as the receiver for Anderson & Sons Shelling Inc., and its respective subsidiaries and affiliates (collectively, the "**Receivership Entities**" or "**Entities**"), and enjoys exclusive authority and control over the Receivership Entities and their estate (the "**Receivership Estate**").

THIS ADDENDUM is entered into by and between the undersigned Buyer and Receiver.

That certain _____ CONTRACT (the "**Agreement**") by and between Buyer and Receiver is hereby amended, modified and supplemented as follows:

1. Conflicts. The terms, covenants and conditions set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Agreement. In the event of any conflict between the Agreement and this Addendum, the terms and provisions of this Addendum shall be deemed to be controlling.

2. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein shall have the meanings given them in the Agreement. References to "**the Agreement**" or "**this Agreement**" in the Agreement or in this Addendum shall mean the Agreement as modified and supplemented by this Addendum.

3. Time for Performance. As used in this Agreement, "**business day**" means a day which is other than a Saturday or Sunday or a day which is a holiday recognized under federal law or the laws of the State of California. If the time for performance of any undertaking or obligation, the exercise of any right or the giving of any notice under this Agreement falls on a

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day which is not a business day, then the date for such performance, exercise or notice, as applicable, shall automatically extend to the business day next following.

4. Status and Capacity of Receiver. Buyer acknowledges and agrees that Receiver is acting solely in his capacity as Receiver for the Receivership Entities in accordance with the orders of the Superior Court of California in and for the County of Tehana (**the "Court"**). The Receiver, in any capacity other than his capacity as Court-appointed receiver for the Receivership Entities, is not acting as a receiver nor offeror of real property or any interest therein, and has no independent duty with respect to disclosure of any information concerning the Receiver or the Property, under federal, California, or local law. The Receiver shall have no obligation to investigate and/or discover matters concerning the Property or any matter related thereto. Notwithstanding anything contained in this Agreement, Receiver and Buyer hereby conclusively acknowledge that the sole and exclusive status of Receiver in this transaction is as of the receiver for the Entities and administrator of the Receivership Estate in the Court Action. All references in the Agreement to "Seller" shall mean and refer to the Receiver.

5. AS-IS Sale and Purchase; Disclaimer of Representations and Warranties. The Property, including all improvements, buildings, structures, and fixtures located thereon (collectively, the **"Improvements"**), is being conveyed by Receiver AS IS, WHERE IS, WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OR RECOURSE OF ANY KIND except as specifically set forth in this Addendum. Without limitation, Buyer acknowledges and agrees that Receiver has not made, and Buyer specifically negates and disclaims, any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind concerning the Property, including the Improvements, including without limitation: (i) the value or square footage of the Property, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses which Buyer has contemplated or may conduct, including the possibilities for future development, (iv) habitability, merchantability, marketability, profitability or fitness of the Property for a particular purpose, (v) the quality, state, condition, repair or lack of repair of the Property, (vi) the nature, quality or condition, including water, soil and geology of the Property, (vii) compliance with any laws, rules, regulations, ordinances or orders of any applicable governmental authority, (viii) the manner or quality of the construction or materials, (ix) compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, (x) the presence or absence of Hazardous Substances (defined below), (xi) the content, completeness or accuracy of the due diligence materials (whether or not provided by Receiver), or any preliminary title report, (xii) the conformity of the Improvements to any plans or specifications, (xiii) the conformity of the Property to any past, current or future applicable zoning or building requirements or permits, (xiv) the sufficiency of any shoring or tie-backs, (xv) the sufficiency of any drainage, (xvi) the fact that all or a portion of the Property may be located on or near an earthquake fault line or in a flood zone, (xvii) the existence or non-existence of vested land use, zoning, or building entitlements for the Property, or (xviii) with respect to any other matter or thing affecting or applicable to the Property or Improvements. Without limiting the generality of the foregoing, Buyer acknowledges that Receiver is acting solely in his capacity as the Court-appointed receiver for the Receivership Entities and has no obligation to investigate or discover matters concerning the Property or

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Improvements. The Receiver shall have no obligation to investigate or make disclosures concerning the presence or release of hazardous substances or materials on, under, within or beneath the Property under any applicable laws. The Receiver shall not be deemed to own, operate or control the Property within the meaning of Sections 9601, *et seq.* of Title 42 of the United States Code or applicable federal, California, or local law. Buyer acknowledges that it is knowledgeable in the financial and business risks attendant to an investment in real property similar to the Property, is capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property and Improvements, and is relying solely upon and will conduct its own independent investigation, inspection and analysis of the Property and Improvements as it deems necessary or appropriate with regard to any of the foregoing matters. The Receiver shall not be deemed to own, operate or control Receiver within the meaning of 42 USC § 9601 *et seq.* or other applicable federal, California, or local law. Excluding any representation or warranty set forth herein, the Receiver hereby specifically disclaims: (A) all warranties implied by law arising out of or with respect to the execution of this Agreement, any aspect or element of the Property, or the performance of the Receiver's obligations hereunder including, without limitation, all implied warranties of merchantability, habitability and/or fitness for a particular purpose; and (B) any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (1) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil, and geology, the suitability thereof and of the Property or other items conveyed hereunder for any and all activities and uses which Buyer may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other Hazardous Substances) or compliance with applicable environmental laws; (2) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (3) the compliance of the property or other items conveyed hereunder or its operation with any governmental regulations. Furthermore, Buyer acknowledges and agrees that this Section 6 supersedes the limited warranties contained within Sections 8 and 9 of that certain North Bluff 3 Condominiums Condominium Information Statement issued April 14, 2020 (the “**CIS Limited Warranties**”). Buyer expressly waives all protections and services provided by the CIS Limited Warranties.

Buyer's Initials: _____

6. Due Diligence and "AS-IS" Condition. Buyer acknowledges that Buyer has conducted and will conduct its Buyer Investigations of the Property, the physical and environmental condition of the Property and all portions thereof, and all such other matters relating to or affecting the Property, as Buyer deems necessary or appropriate, Buyer acknowledges and understands that materials made available by Receiver (if any) (collectively, the “**Property Documents**”) are only for Buyer's convenience in making its own examination and determination prior to the date set forth in Paragraph 5B of the Agreement as to whether it wishes to purchase the Property (and that Receiver makes no representations or warranties regarding the accuracy any such materials or that any such materials are complete copies of the same), and that Buyer is and shall conclusively and solely rely on Buyer's Investigations in electing to proceed to purchase the Property. Buyer further agrees that in the event that it makes a successful offer that, subject to the terms of this Agreement, it shall accept the Property “AS-

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IS, WHERE-IS, WITH ALL FAULTS". Buyer further agrees that Receiver shall not be required to lend or provide any funds to Buyer after the Close of Escrow. The Receiver shall have no obligation to pay or satisfy any lender required repairs or cost that the Buyer requests Receiver to pay for or otherwise correct. Buyer acknowledges that Buyer has conducted and completed any requirements to obtain financing necessary to purchase the Property.

Buyer's Initials: _____

7. Court Approval. The purchase and sale of the Property as provided for and contemplated by this Agreement shall be subject to Court approval, upon the submission of a formal request by the Receiver for an order from the Court approving and authorizing the contemplated purchase and sale ("**Approval Order**"). The Approval Order shall approve the sale of the Property to Buyer on the terms and conditions set forth in this Agreement and authorize the Receiver to proceed with this transaction. Both Buyer's and Receiver's obligations to consummate the transactions contemplated in this Agreement shall be conditioned upon the Court's entry of the Approval Order. Buyer shall provide all information demonstrating that Buyer can provide adequate assurance of future performance under any contracts to be assumed by Buyer pursuant to this Agreement, and Buyer shall be solely responsible for providing such adequate assurance. Buyer acknowledges that this Agreement and the transactions contemplated hereby may be subject to objections by interested parties who may request that the Court disapprove such transactions. If the Court declines to issue the Approval Order, then this transaction shall automatically terminate and Receiver and Buyer shall be relieved of any further liability or obligation hereunder. In the event of such automatic termination, the Deposit, and accrued interest thereon, if any, shall be returned to Buyer.

8. Overbid Procedures. Buyer acknowledges that the Court may require the sale of the Property to be subject to notice and overbid requirements, and that the Court may auction the Property and allow bidding in excess of any written offer to purchase the Property (including, without limitation, the Agreement). If there is any auction or overbid, Buyer shall have the right, but not the obligation, to participate in any further bid proceeding. In the event that the Court does not approve the sale of the Property in accordance with the Agreement and this Addendum, then the Agreement shall be considered as having never been executed and the Receiver and the Buyer shall have no liability to one another arising out of the Agreement and the transaction proposed therein. In the event of a bidding procedure or auction, any bid by Buyer, apart from the Agreement, shall be on the terms set by the Receiver or the Court, as applicable, at the time of bidding.

9. Conditions Precedent to Closing. This transaction and the parties' obligation to perform the undertakings provided in this Agreement are conditioned upon the filing of a final Approval Order of the Court in the Court Action approving this Agreement and conveyance and transfer of the Property to Buyer upon Buyer's payment of the Purchase Price and performance of its other obligations under this Agreement. Neither Buyer nor Receiver shall have the power or authority to waive the condition precedent provided in this Paragraph 39.

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10. Release of Receiver. Effective as of the Close of Escrow, Buyer, for itself and its agents, representatives, brokers employees, attorneys, independent contractors, officers, directors, shareholders and partners, and their respective heirs, personal representatives, successors and assigns, and each of them, hereby waives, releases, acquits and forever discharges Receiver and his respective partners, members, managers, attorneys, officers, directors, employees, agents, representatives, brokers, independent contractors, and each of them, and their respective personal representatives, successors and assigns, and each of them (collectively, the "**Releasees**") of and from any and all claims, liabilities, demands, liens, penalties, costs and expenses, including, without limitation, attorneys' fees and costs, of any kind whatsoever, at law or in equity, known or unknown, liquidated or contingent, which Buyer has ever had or may hereafter acquire or possess arising out of or in connection with, directly or indirectly, (i) any condition or characteristic of the Property, or any part thereof or any structure or improvements therein, including, without limitation, any construction defects, (ii) the environmental, zoning, safety, land use, and financial aspects of the Property, (iii) the nature, condition, contamination or environmental state of the Property, (iv) the existence, presence or release of Hazardous Substances in, on or under the Property, and/or any other matter set forth in Paragraph 40 below, and (v) any violation of the Americans with Disabilities Act of 1990, as amended ("**ADA**") and any regulations, orders, rules, procedures or guidelines promulgated in connection with the ADA. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist in its favor which, if known by Buyer, would materially affect Buyer's release of Receiver and/or the Releasees.

11. Buyer's Indemnity. Buyer shall and does hereby agree to indemnify, defend and hold the Releasees harmless from and against any and all losses, damages, claims, liabilities or expenses, including costs and reasonable attorney's fees, which may be asserted against or incurred or suffered by Receiver and/or the Releasees, from time to time by reason of or in connection with any injury or damage or claim of injury or damage of any kind whatsoever, including death, to persons or property, made by subtenants or by Buyer or its employees, contractors or invitees, based on any act, event, omission, or condition occurring in or about the Property on or after the Close of Escrow.

12. Definition of "Hazardous Substances." For the purposes of this Agreement, "**Hazardous Substances**" shall mean any hazardous substances as defined in the Resource Conservation and Recovery Act, as amended, ("**RCRA**") the Comprehensive Environmental Response, Compensation and Liability Act, as amended, ("**CERCLA**") the Superfund Amendments and Preauthorization Act, as amended, any other Federal, State or local laws, ordinances and regulations pertaining to hazardous or toxic substances and substances which are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or mutagenic, or which contain petroleum hydrocarbons, polychlorinated biphenyls, asbestos, asbestos containing material and urea formaldehyde; all required federal, state and local permits concerning or related to environmental protection and regulation at the Property have been secured and are current; Seller is and has been in full compliance with such environmental permits, and any other requirements under any federal, state or local law, regulation or ordinance; there are no pending actions against Seller regarding any environmental law, regulation or ordinance, and Seller has not received notice in any form of such an action, or of a possible claim; there are no past or

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current releases of hazardous substances on, over, at, from, into, or onto the Property, as those terms are understood under the CERCLA, the RCRA and any other environmental laws which may be applicable to the Property; and Seller is not aware of any environmental condition, situation or incident on, at or concerning the Property that possibly could give rise to an action to or liability under any law, ordinance or common law theory.

13. Receiver's Property. Buyer hereby acknowledges that no personal property of Receiver shall be included as part of the Property being conveyed to Buyer pursuant to the Agreement. Receiver has no obligation to remove any personal property from the Property prior to the Closing.

14. Limited Liability. Notwithstanding anything to the contrary herein, Buyer on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns (collectively, the "**Buyer Parties**") hereby agrees that in no event or circumstance shall the Receiver or the Releasees have any personal liability under this Agreement.

15. Natural Hazard Disclosure. Buyer and Receiver acknowledge that Receiver is required to disclose if any of the Real Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency; (ii) an area of potential flooding; (iii) a very high fire hazard severity zone; (iv) a wild land area that may contain substantial forest fire risks and hazards; (v) an earthquake fault or special studies zone; or (vi) a seismic hazard zone. Buyer acknowledges that Receiver will employ the services of _____ ("**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies and to report the results of its examination to Buyer in writing. The written report prepared by the Natural Hazard Expert regarding the results of its examination fully and completely discharges Receiver from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Receiver for errors and/or omissions not within its personal knowledge shall be deemed to apply, and the Natural Hazard Expert shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date of the Agreement.

RECEIVER:

By: _____
David Stapleton, As Receiver for _____

BUYER:

Print Name: _____,

Signature: _____

Title of Signing Party If Buyer is an
entity: _____

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EXHIBIT A

FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

(Space above this line is for recorder's use)

GRANT DEED

DOCUMENTARY TRANSFER TAX IS \$_____, COMPUTED ON THE FULL
VALUE OF PROPERTY CONVEYED.

THE PROPERTY IS LOCATED IN _____, _____. APN:

_____.

FOR VALUE RECEIVED, David Stapleton, solely in his capacity as the Court-
appointed receiver in the Superior Court of California in and for the County of Tehama styled
Golden State Farm Credit, ACA v. Anderson & Sons Shelling, Inc., Case No. 24-CI-000197
("**Grantor**"), hereby grants to _____, a
_____ ("**Grantee**"), that certain real property (the "**Property**") situated
in the City of _____, County of _____, State of _____, described in
Exhibit A attached hereto and incorporated by reference.

Subject to:

1. Nondelinquent taxes and assessments;
2. All other covenants, conditions, and restrictions, reservations, rights, rights of
way, easements, encumbrances, liens, and title matters of record or visible from an inspection of
the property or which an accurate survey of the property would disclose.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of _____, 20____.

By: _____
David Stapleton, As Receiver for _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A" TO WARRANTY DEED

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property in the County of _____, State of _____,
described as follows:

[INSERT LEGAL DESCRIPTION]

APN: _____