TRELORA
A Newfound Company

FOR BUYER'S AGENTS

Offer Instructions

Please review the following before submitting an offer on this property.

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1 | Submitting Your Offer

Submit all offers as a **single PDF via email**, **not through Dotloop**, with proof of funds or pre-approval.

The **signed Seller Addendum** (uploaded in MLS) must be attached.

Send offers to: **josie.santiago@trelora.com**

2 | Preferred Title Company

Seller requests that all offers reflect their preferred title company, **Total Title**. Please note the title company in the offer accordingly.

CONTACT	Christina Scott
EMAIL	evergreen@totaltitle.us

3 | Closing & Contract Dates

Seller needs **at least a 30-day closing** for all transactions. Closing may **not take place on a Monday**. All contract dates and deadlines must fall on a business day, not on a weekend.

4 | Response Time

Please allow **up to 3 business days** for a response to all offers. If you include an expiration in your offer, please ensure it is **not less than 72 hours**.

Thank you for your interest in this property. We look forward to reviewing your offer.

ADDENDUM

Buyer: _____

Seller: _____

Property: _____

This Addendum (the "**Addendum**") is hereby entered into by and between the above refenced Buyer and Seller in connection that certain purchase and sale agreement (the "**Contract**") between Buyer and Seller with respect to the above referenced Property. This Addendum is hereby incorporated into, and made a part of, the Contract for all purposes. In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall control.

1. **Conveyance Instrument**. Title to the Property shall be conveyed by Seller to Buyer at closing by a special warranty deed or its jurisdictional equivalent, such that Seller's warranty of title shall be limited to only persons lawfully claiming the Property or any part thereof by, through or under Seller, but not otherwise. Furthermore, the conveyance of the Property to Buyer, and Seller's warranty of title in the instrument of conveyance, shall be subject to all taxes and assessments, all matters of survey, all conditions, restrictions, reservations, encumbrances, easements and other matters of record, and all rights of existing tenants and parties in possession.

2. **Condition of Property; AS-IS; No Warranty.** TO THE FULLEST EXTENT PERMITTED BY LAW, ANY REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THE CONTRACT ARE HEREBY DELETED. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER HAS NEVER OCCUPIED THE PROPERTY, HAS NO KNOWLEDGE AND MAKES NO REPRESENTATION ABOUT THE CONDITION OF THE PROPERTY, ITS HISTORY, THE ZONING OR ANY AND ALL PERMITS FOR THE PROPERTY, AND THAT THE PROPERTY MAY BE IN A DISTRESSED CONDITION. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THE CONTRACT AS NEGOTIATED AND AGREED TO BY BUYER AND SELLER, BUYER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "**AS IS, WHERE IS, WITH ALL FAULTS**" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, AND WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. BUYER ACKNOWLEDGES THAT SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE, AND SELLER SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESSED, ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE FOLLOWING:

   a. THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS (E.G. DRYWALL, ASBESTOS, LEAD PAINT, UREA FORMALDEHYDE FOAM INSULATION—THIS IS A NONEXCLUSIVE LIST),

AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE PROPERTY OR IMPROVEMENTS;

b. THE CONFORMITY OF THE PROPERTY, OR ANY IMPROVEMENTS THEREON OR ANY USE THEREOF, TO ANY ZONING, DEED RESTRICTIONS, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, HOME OWNERS ASSOCIATIONS, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES AND/OR HOME OWNERS ASSOCIATIONS WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OR MODIFICATION OF THE STRUCTURE OR IMPROVEMENTS, OR ANY USE OF THE PROPERTY; AND

c. THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS, APPARENT, NON-APPARENT OR LATENT, WHICH HAVE EXISTED IN THE PAST, NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH, IF KNOWN TO BUYER, WOULD CAUSE BUYER TO REFUSE TO PURCHASE THE PROPERTY.

WITHOUT LIMITATION TO THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT (I) BUYER IS NOT RELYING UPON ANY REPRESENTATIONS, ORAL OR WRITTEN, OF SELLER OR SELLER'S BROKERS OR AGENTS (INCLUDING WITHOUT LIMITATION, ANY PROPERTY CONDITION REPORT OR PROPERTY DISCLOSURES PROVIDED BY SELLER OR SELLER'S BROKER'S OR AGENTS, IF ANY); (II) ALL NUMBERS AND FIGURES (E.G. SQUARE FOOTAGE, LOT DIMENSIONS AND SIZE, ZONING OF THE PROPERTY, ETC.) RELATING TO THE PROPERTY AND THE VALUE OR MARKETABILITY OF THE PROPERTY, AS AN INVESTMENT, ARE MERELY ESTIMATES; (III) BUYER IS NOT RELYING ON ANY ESTIMATES AND IS PURCHASING THE PROPERTY BASED ON BUYER'S OWN DUE DILIGENCE; (IV) SELLER HAS NO OBLIGATION TO COMPLETE ANY WALK-THROUGH OR PERFORM ANY, REPAIRS WORK OR INSPECTIONS WITH RESPECT TO THE PROPERTY, AND (V) SELLER HAS NOT COMPLETED, AND SELLER SHALL HAVE NO OBLIGATION TO PERFORM, ANY TERMITE INSPECTIONS OR REPAIRS WITH RESPECT TO THE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION DELIVERED TO BUYER, TO BE DELIVERED IN ACCORDANCE WITH THE CONTRACT, OR AS TO ANY OTHER MATERIALS OR INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER.

BUYER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, PRIOR TO CLOSING, BUYER SHALL HAVE SATISFIED ITSELF AS TO (I) WHETHER OR NOT THE PROPERTY IS SUBJECT TO ANY HOMEOWNERS ASSOCIATION (AND ANY COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO THE PROPERTY), (II) THE SQUARE FOOTAGE AND BEDROOM COUNT OF THE PROPERTY, AND ALL OTHER MATTERS RELATED TO THE PROPERTY, AND (III) THE STATUS OF ALL PERMITS RELATED TO THE PROPERTY; AND

SELLER SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO ANY OF THE FOREGOING.

BUYER ACKNOWLEDGES THAT SELLER HAS NO KNOWLEDGE OF LOCAL ORDINANCE OR REGULATIONS WHICH MAY OR MAY NOT INVOLVE THE SUBJECT PROPERTY. THEREFORE, SELLER WILL NOT BE RESPONSIBLE NOR HELD LIABLE FOR ANY LOCAL RETROFIT, REPORT, INSPECTION OR SALE REQUIREMENT. BUYER AGREES TO MAINTAIN ALL RESPONSIBILITY FOR, AND SHALL INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AGAINST, ANY AND ALL COMPLIANCE AND/ OR COSTS WITH SAID REQUIREMENT, SHOULD IT EXIST.

This **Section 2** shall survive closing of the purchase and sale of the Property and any termination of the Contract.

3. **Waivers and Release.** AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THE CONTRACT AS NEGOTIATED AND AGREED TO BY BUYER AND SELLER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BUYER WAIVES AND RELEASES SELLER AND SELLER'S AFFILIATES AND AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS ANY AND ALL LIABILITY WITH RESPECT TO THE PROPERTY OR BUYER'S ACQUISITION THEREOF, INCLUDING, WITHOUT LIMITATION, FROM THE FOLLOWING:

a. ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN;

b. ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE;

c. RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THE CONTRACT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS (ANY DOCUMENT RECORDED IN VIOLATION OF THIS PROHIBITION IS VOID AND TERMINATES ANY RIGHT TO THE PROPERTY BY BUYER, BUT NOT BUYER'S OBLIGATIONS UNDER THE CONTRACT);

d. RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT IF INVOKED, WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD-PARTY PURCHASER;

e. ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;

f. ANY CLAIMS FOR FAILURE OF CONSIDERATION AND/OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PROPERTY, THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THE CONTRACT;

g. ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THE CONTRACT, TO WHICH BUYER MIGHT OTHERWISE BE ENTITLED AT LAW OR IN EQUITY WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;

h. ANY CLAIMS OR LOSSES BUYER MAY INCUR AS A RESULT OF CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF THE PROPERTY, UNKNOWN CODE AND PROPERTY OWNER ASSOCIATION/HOMEOWNER ASSOCIATION VIOLATIONS, OR OTHER DEFECTS, WHICH HAVE OCCURRED OR MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;

i. ANY CLAIMS OR LOSSES RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, MOLD, DRYWALL, LEAD PAINT, FUEL OIL, ALLERGENS, OR TOXIC SUBSTANCES OF ANY KIND;

j. ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE PAST OR CURRENT CONDITION OF THE PROPERTY, LACK OF SUITABILITY AND FITNESS, OR DEFECTS, APPARENT, NON-APPARENT OR LATENT, DISCOVERABLE OR NON-DISCOVERABLE;

k. ANY CLAIM ARISING FROM ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS;

l. ANY CLAIM ARISING FROM ANY REPRESENTATION, WARRANTY OR DISCLOSURES BY SELLER OR SELLER'S BROKERS OR AGENTS, OR ANY FAILURE OF SELLER TO MAKE ANY DISCLOSURES;

m. ANY OBLIGATION OF SELLER TO MAKE ANY DISCLOSURES OF ANY KIND WITH RESPECT TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY DISCLOSURES AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR THE INCLUSION OF THE PROPERTY WITHIN ANY HOMEOWNERS ASSOCIATION); AND

n. ANY OTHER CLAIM OR LIABILITY OF ANY KIND RELATED TO THE PROPERTY, OR ANY TENANT OR PERSONS IN POSSESSION OF THE PROPERTY OR ANY PORTION THEREOF.

IN FURTHERANCE OF THE RELEASES SET FORTH IN THIS SECTION, BUYER HEREBY EXPRESSLY WAIVES TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE ANY AND ALL RIGHTS OR BENEFITS CONFERRED BY ANY LAW THAT IS INCONSISTENT WITH THE WAIVER AND RELEASE CONTAINED IN THIS SECTION AND EXPRESSLY CONSENTS THAT EACH SUCH WAIVER AND RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESSED TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, IF ANY, AS WELL AS THOSE RELATING TO ANY OTHER CLAIMS SET FORTH HEREIN. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY TO BUYER OR BUYER'S SUCCESSORS AND

ASSIGNS WITH RESPECT TO THE PROPERTY OR CONTRACT. This **Section 3** shall survive closing of the purchase and sale of the Property and any termination of the Contract.

4. **Indemnification**. To the fullest extent permitted by law, Buyer agrees to indemnify and fully protect, defend, and hold Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of: (i) any entry onto the Property or any portion thereof by Buyer or its agents, employees, or contractors, (ii) inspections or repairs made by Buyer or its agents, employees, contractors, successors or assigns; (iii) claims, liabilities, fines or penalties resulting from Buyer's failure to timely obtain any certificate of occupancy, permits, or to comply building codes, land use, historic preservation, antiquity, flood plain or other required laws and applicable regulations; (iv) Buyer's or Buyer's tenants, agents or representatives use and/or occupancy of the Property prior to Closing and/or issuance of required certificates of occupancy; and (v) any issues with title or use of the Property that Seller. Buyer agrees its sole claim and remedy for any title issue is to process a claim with the title insurance company, abstractor or attorney's opinion, as applicable; not with the Seller. This **Section 4** shall survive closing of the purchase and sale of the Property and any termination of the Contract.

5. **Inspections**. Buyer shall not conduct any invasive testing of the Property (e.g., a Phase II environmental assessment, geotechnical borings, etc.) without the prior written consent of Seller, which consent may be granted or denied in Seller's sole discretion.

6. **Breach by Seller**. Notwithstanding anything to the contrary set forth in the Contract, in the event of any default by Seller, Buyer's sole and exclusive remedy shall be to terminate the Contract and receive a refund of any earnest money deposited by Buyer**.** Buyer shall not exercise such remedy unless Buyer has first provided written notice to Seller of such default, and such default continues for twenty (20) days after Seller's receipt of such written notice. In no event shall Seller be liable for any damages of any kind. This **Section 6** shall survive closing of the purchase and sale of the Property and any termination of the Contract.

7. **Assignment.** It is understood that Seller is entering into this transaction in part because of Buyer's and/or Buyer's principals' specific experience and creditworthiness. As such, Buyer shall not assign Buyer's rights under the Contract without Seller's prior written consent, which consent may be withheld by Seller in its sole and absolute discretion; provided, however, Seller's consent shall not be required in the event of an assignment to an entity wholly-owned or controlled by Buyer, provided Buyer must provide Seller with written notice of the assignment at least five (5) business days prior to closing. Any assignment of the Contract, even in the event of Seller's consent, shall not release Buyer from its obligations or any liability hereunder.

8. **Buyer's Representations and Warranties**. As of the effective date of the Contract and as of Closing, Buyer hereby warrants and represents to Seller as follows:

a. If Buyer is an entity, it is duly organized, validly existing and in good standing under the laws of the United States. Buyer is authorized to transact business in the state in which the Property is located. Buyer has full power and authority to enter into and perform the Contract in accordance with its terms, and the persons executing the Contract on behalf of Buyer have been duly authorized to do so.

b. The Contract is, and all agreements, instruments and documents to be executed and delivered by Buyer pursuant to the Contract shall be, valid and legally binding upon Buyer and enforceable in accordance with their respective terms.
c. Performance of the Contract will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party or by which Buyer might be bound.
d. No petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Buyer's knowledge, contemplated by Buyer.
e. There are no actions, suits, claims or other proceedings pending or, to the best of the Buyer's knowledge, contemplated or threatened against Buyer that could affect the Buyer's ability to perform its obligations when and as required under the terms of the Contract.
f. Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and will not engage in any dealing or transaction or be otherwise associated with such persons or entities.

This **Section 8** shall survive closing of the purchase and sale of the Property and any termination of the Contract.

9. **Closing Credit**. If closing occurs, at Closing, Seller agrees to credit the Buyer $_____ towards the Buyer's non-recurring closing costs ("**Seller's Contribution**"). Seller's Contribution at closing shall be used exclusively for Buyer's non-recurring closing costs related to the closing of this transaction. The Seller's Contribution shall not be used for down payments, homeowners insurance or mortgage insurance premiums, prepaid interest, taxes (current or future) or homeowner association dues and/or assessments or any other prepaids; all of which shall not constitute "non-recurring closing costs" for purposes of this transaction. In the event Buyer's non-recurring closing costs are less than the amount set forth in the first sentence of this Section, the parties agree that the Seller's Contribution shall be decreased to reflect the amount representing Buyer's non-recurring cost relating to the closing of this transaction. Buyer has an affirmative duty to share with the Seller the closing disclosure that provides the allocation of closing costs. In no event shall Seller's obligation to make any Seller's Contribution survive closing.

10. **Counterparts; Electronic Signatures.** The Contract and this Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that the Contract and this Addendum may be transmitted between them electronically (e.g. facsimile or email). The parties intend that electronic signatures constitute original signatures, and that an electronic copy of the Contract and this Addendum containing the signatures (original or electronic) of all the parties is binding upon the parties.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates set forth below:

SELLER:

_____

By: _____
Name: _____
Its: _____
Date: _____

BUYER:

_____

By: _____
Name: _____
Its: _____
Date: _____