

**This addendum was prepared by United Colorado LLC and has not been approved by the Colorado Real Estate Commission.**

#### IMPORTANT INFORMATION AND NOTICE TO SELLER

This Important Information and Notice to Seller (the “Notice”) is incorporated into and made a part of the attached purchase agreement between Buyer, and you, as Seller (this Notice and the purchase agreement are collectively referred to as the “Contract”). If this Notice was not executed at the time of contracting, the purchase agreement is amended by incorporating this Notice. All capitalized terms used in this Notice but not defined herein shall have the meaning ascribed to them in the Contract.

Once signed, this Contract is legally binding. If you are unsure about selling your property (“Property”) or still need more time to decide what is best for you, do not sign this Contract.

We encourage you to join more than 30,000 other sellers that have successfully sold their properties to Buyer and its affiliates. We are different from other buyers because we are a national real estate investment platform, not another semi-professional investor. While we may rehab and rent some properties, we primarily purchase property for our internal/private investor platform and plan on reselling properties either simultaneously or shortly after our transaction with you.

#### **Licensed Real Estate Agent**

New Western Acquisitions and its brokers and associates (“Buyer’s Agent”) do not represent you in any capacity. Buyer’s Agent represents Buyer and its affiliates only for the purchase of your home. You should not assume that any real estate broker or associate represents you unless you engage in writing a real estate licensee in an authorized brokerage relationship. As a Customer, you are advised not to disclose any information you want to be held in confidence.

#### **Our Due Diligence / What to Expect Prior to Closing**

When Buyer contracts to purchase any property, we will generally perform several evaluations of the property and create marketing information about it that will be provided to Buyer’s Agent and the internal investor platform. It is likely that contractors, inspectors, real estate investors, and investor partners will need access to your Property as it is evaluated, which could be a large group. In addition to any remedies outlined in the purchase agreement regarding marketable title and Buyer’s objections, if Buyer elects not to terminate the Contract, Seller agrees to extend the Contract as needed to provide marketable title. The Contract will remain in full effect and Seller shall make every good faith effort to clear any title objections as expediently as possible.

#### **No Property Value Representations**

Buyer’s Agent may have compiled comparative market analysis (CMA) reports, comparable properties, or repair estimates solely for the purpose of arriving at the terms of Buyer’s offer. These items represent the research and opinions of an agent that does NOT represent you, and are produced exclusively for the benefit of Buyer. Buyer’s Agent may share these items with you solely for the purpose of informing you how the offer price for your Property was determined. In no way should you consider these items a determination of value for your Property. It is **strongly recommended** that you consult a licensed appraiser or real estate agent that represents you, the Seller, for any determination of your Property’s market value.

### **Investment Purpose**

The business interests of Buyer and its affiliates are to purchase your Property for investment purposes to procure a profit. It is probable Buyer or its affiliates are purchasing your Property below the as-is market value that could be achieved by a sale of your Property on the open market. Buyer and its affiliates reserve the right to the following investment strategies related to the purchase of your Property: (1) remodel the Property and resell it for a profit; (2) partner with a local real estate investor to remodel and resell the Property for a profit; (3) simultaneously resell the Property to a local real estate investor for a profit; or (4) hold the Property as an income-producing asset. However, Buyer and Seller agree that Buyer's Agent will NOT list your Property on any multiple listing service.

### **Closing and Earnest Money Remedy**

Signing this Contract is no guarantee Buyer will close. As is standard in real estate, there may be a short inspection or option period associated with the Contract allowing Buyer to terminate the purchase in its sole discretion with or without cause. After this period, if Buyer fails to close on your Property pursuant to the terms of the Contract or if Buyer chooses not to purchase your Property, 100% of the earnest money provided by Buyer is yours to keep as your exclusive remedy.

### **Seller's Agreement**

As Seller, to ensure there is a smooth closing process, and as part of our agreement, you represent, acknowledge, and agree:

- The Property is not currently occupied, or if it is occupied, Seller has provided all occupancy/tenancy information to Buyer, and if it is standard in this market, Seller shall provide an Estoppel Certificate at closing signed by each tenant;
- Seller is NOT represented by a real estate licensee in connection with this transaction;
- Seller and current lien holder acknowledge that the Purchase Price could be below fair market value;
- Buyer is an investor and reserves the right to advertise, market, or resell the property at any time (including before and after Closing) and for any price at its sole discretion;
- Seller expressly consents to Buyer filing a Memorandum of Contract in the real property records of the associated county;
- Seller will not attempt to circumvent Buyer by contracting with any member of Buyer's investment platform;
- Seller authorizes Buyer to take pictures, videos, etc. of the Property;
- One or more authorized representatives of Buyer are, or may be, a real estate licensee. Additionally, certain principals of Buyer, whether or not licensed real estate brokers in this state, are, or may be, principals of Buyer's Agent;
- Seller has the proper authority to sell the Property, and power of attorney information, if applicable, will be given to Buyer upon execution of the Contract; and
- There are no deed restrictions (e.g., affordable housing deed rider or exclusive homeowner's association) that would prevent Buyer from selling the Property.

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### Customer Care

We strive for an excellent seller experience during every interaction. If at any time you have any complaints regarding the Buyer's Agent related to your Property transaction, please contact our headquarters at (866) 507-9030.

DocuSigned by:  
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Seller: Harry S Mills Seller: \_\_\_\_\_  
Print Name: Harry S Mills Print Name: \_\_\_\_\_  
Property Address: 2358 50th Ave, Greeley, CO 80634  
Date: 2/4/2022