

## Seller's Addendum

This Seller's Addendum to the Purchase Agreement dated \_\_\_\_\_, 2023, pertaining to the purchase and sale of the Property at:

3519 Fenelon St. Pt Loma, CA 92106 (the "Property") is entered into between U.S. Bank National Association, as Trustee of the Sealy Family Trust ("Seller") and LIST PURCHASING PARTY ("Buyer") on \_\_\_\_\_, 2023.

**1. Addendum Controls.** The following provisions supplement the Purchase Agreement and, to the extent that any of the terms of the Purchase Agreement are inconsistent with the terms of this Addendum, the terms of this Addendum shall supersede and control.

**2. Condition Of Property.** The Property, including the improvements, fixtures, appliances and personal property, if any, is not new, and is being purchased "as is" with all faults and any defects.

**3. Environmental Laws.** Buyer acknowledges and represents that neither Seller nor any person or party on behalf of Seller has made any warranty or any representations with regard to the presence, potential presence, release, or threatened release of Hazardous Substances (defined below) in, on, under or about the Property or compliance with Environmental Laws (defined below). Hazardous Substances shall mean any substance, chemical, waste or material that is or becomes regulated under applicable law because of its toxicity, infectiousness, carcinogenic and/or mutagenic effect, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products; any substance, chemical, waste or material regulated by any Environmental Laws; and/or any substance that is otherwise hazardous to human health or the environment. For purposes of this Section, Environmental Laws means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, as such acts may be amended from time to time, and any other Federal, state, county, municipal, local or other law, statute, code, ordinance, rule or regulation which relates to or deals with human health or the environment in the jurisdiction in which the property is located.

**4. Inspection of Property.** Buyer shall have the right and duty to inspect the property or to have the property inspected by a person of Buyer's choice, at Buyer's expense. Seller makes no covenant, representations, or warranty as to the suitability of the property for any purpose whatsoever or as to the physical condition of the property. Buyer shall have the right to make a pre-closing inspection of the property, to determine that the property is in the same condition as of the date of this Agreement. Seller agrees to provide reasonable access to the property to buyer and inspectors representing buyer. Buyer agrees to indemnify and hold harmless Seller from any loss or liability resulting from the Buyer's inspections of the property. Buyer further agrees to restore the property to its condition as of the effective date of this contract as a result of Buyer's inspections and activities. All information and facts discovered or disclosed to Buyer from Buyer's inspections of the Property shall be confidential. Upon Seller's request Buyer shall, at Buyer's expense, release to Seller all reports and other written work generated as a result of the inspections. Buyer agrees not to disclose such information or facts to any governmental or quasi-governmental entity without Seller's prior written consent and such consent shall not be unreasonably withheld. The provisions of this paragraph shall survive the expiration of this Agreement.

**5. Final Settlement.** It is understood the Buyer accepts the property "as is." Any warranties, express or implied, of the physical condition of the property contained in the Purchase Agreement are void. The Seller has no further responsibility or liability with respect to the condition of the property. Buyer hereby waives, releases, acquits, and forever discharges Seller, its employees, agent, or Trustee or any other person acting on behalf of Seller, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen which Buyer now has or which may arise in future on account of or in any way

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growing out of or in connection with any physical characteristics or existing conditions. This provision shall survive delivery of the deed.

**6. Related Parties.** The Buyer represents that neither he/she/it is an officer, director, employee or immediate family member (hereinafter referred to as "Related Party") of U.S. Bancorp, or any of its subsidiaries or affiliates nor is he/she/it acting on behalf of any such Related Party. Buyer represents that he/she/it shall not engage in any transactions involving a Related Party or any individuals or organizations affiliated with or related to a Related Party without specific prior approval of U.S. Bank.

**7. Miscellaneous.** The Property shall be conveyed by a Fiduciary Deed or by the instrument which best represents the capacity of the Seller.

**8. U.S. Bank's Capacity.** This Agreement is being executed by U.S. Bank in the capacity set forth in this Agreement and U.S. Bank shall have no liability in its individual capacity on any agreement, warranty or indemnity contained herein.

**9. Third Parties.** Buyer and Seller warrant that they have not dealt with any finder, broker or realtor in connection with the transaction provided in this Agreement other than those stated in the Purchase Agreement. If any other person shall assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with the transaction provided in this Agreement, the party whom the finder or broker is the basis for such claim shall indemnify and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claims.

By: \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
U.S. Bank National Association Trustee of the Sealy Family Trust

\_\_\_\_\_  
(Secondary Signature) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_