



# Graebel Relocation Services Worldwide, Inc. Rider to Buyer Offer

THIS RIDER TO BUYER OFFER (the "Rider") is made on \_\_\_\_\_, 20\_\_\_\_\_, by and among Graebel Relocation Services Worldwide, Inc., a Colorado corporation, having its principal office located at 16346 Airport Circle, Aurora, Colorado 80011, or its assigns ("Graebel") and \_\_\_\_\_, \_\_\_\_\_ whose address is \_\_\_\_\_, \_\_\_\_\_ (collectively, the "Buyer").

WHEREAS, Graebel wishes to sell, and Buyer wishes to purchase, the Property (as defined herein); and

WHEREAS, Graebel and Buyer are parties to that certain \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_\_ (the "Buyer-Offer"); and

WHEREAS, Graebel and Buyer hereby agree to amend the Buyer Offer as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Agreement to Terms of Rider. Graebel and Buyer hereby agree to amend the Buyer Offer in the manner set forth in this Rider. The terms and conditions contained in this Rider are in addition to, take precedence over, and replace and supersede any contrary provisions of the Buyer Offer.
2. Exhibits. Exhibits A, B, and C are attached hereto and are incorporated herein by reference.

IN WITNESS WHEREOF, Graebel and Buyer have caused this Rider to Buyer Offer to be duly executed and delivered as of the date first above written.

Graebel Relocation Services Worldwide, Inc.:

Buyer(s):

\_\_\_\_\_

\_\_\_\_\_

Name: Susan Pendziwater

Name: \_\_\_\_\_

Title: Relocation Consultant

\_\_\_\_\_

Approved:  
Coldwell Banker Southern California  
(Graebel's Listing Broker/Agent)

Name: \_\_\_\_\_

(Buyer's Broker/Agent)

Name: Tara Bucci

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Buyer(s) Initials \_\_\_\_\_/\_\_\_\_\_

APROA570015



EXHIBIT A  
TO  
RIDER TO BUYER OFFER

Date of Buyer Offer: \_\_\_\_\_, 20\_\_\_\_

Date of Rider: \_\_\_\_\_, 20\_\_\_\_

Name(s) of Buyer(s): \_\_\_\_\_

Street Address of Property: 1802 Hillcrest Drive

City/Village/Town: Hermosa Beach County: Los Angeles State: US-CA Zip Code: 90254

Legal Description of Property: Tract NO. 2548 SE 50 FT. OF LOT 17

Excluded Personal Property: \_\_\_\_\_

Additional Provisions: \_\_\_\_\_

Buyer's Inspection Period: 7 days from binding (not more than seven (7)) days after the Date of Rider.

Buyers Waiver of Inspections:

Buyer hereby elects, in its sole and exclusive discretion, to waive the right to conduct the following inspections:

- |   | Buyer(s) Initials |
|---|-------------------|
| <input type="checkbox"/> ___ All Inspections                              | _____/____        |
| <input type="checkbox"/> ___ Asbestos Inspection                          | _____/____        |
| <input type="checkbox"/> ___ General Home Inspection (including callouts) | _____/____        |
| <input type="checkbox"/> ___ Lead Based Paint/Hazards                     | _____/____        |
| <input type="checkbox"/> ___ Pool, Hot Tub, and Spa Inspection            | _____/____        |
| <input type="checkbox"/> ___ Radon Inspection                             | _____/____        |
| <input type="checkbox"/> ___ Stucco Inspection                            | _____/____        |
| <input type="checkbox"/> ___ Termite Inspection                           | _____/____        |
| <input type="checkbox"/> ___ Toxic/Hazardous Materials                    | _____/____        |
| <input type="checkbox"/> ___ Underground Storage Tanks                    | _____/____        |
| <input type="checkbox"/> ___ Well and Septic System Inspection            | _____/____        |

Buyer(s) Initials \_\_\_\_\_/\_\_\_\_\_

APROA570015



**Tests, Inspections, and Disclosure Documents:**

Buyer hereby acknowledges receipt of the following tests, inspections, and disclosure documents:

Type of Test/Inspection	Test/Inspection Provider Name	Date of Report	# of Pages
Stucco Identification	ReloOlogy Inspection Management Services, LLC		07/03/2023 3
General Home	ReloOlogy Inspection Management Services, LLC		07/01/2023 18
Roof	ReloOlogy Inspection Management Services, LLC		07/11/2023 - 12
Termite	All city Insp. + Re-insp.		7/7 + 8/1/2023 - 13

**Disclosure Documents:**

	Document Date
Homeowner Disclosure Statement (made by Graebel's predecessor in title to the Property)	7/8/2023
State of <u>California</u> Disclosure Form by Record Title Holder ~ TDS + SPQ + AVID	7/27/2023
State of _____ Disclosure Form by Graebel's Predecessor in Title	_____
Natural Hazards Disclosure Statement (California only)	7/14/2023
Other: _____	

**Lead Based Paint:**

The Property  was /  was not constructed prior to January 1, 1978. (Select one)

**Closing Information:**

Name of Closing Agency: California Coast Escrow, Inc.  
Address of Closing Agency: 1645 South Rancho Santa Fe Rd, Ste #101  
San Marcos, CA. 92078  
Telephone Number: 858-260-3222  
Name of Individual Closing Agent: Jen Mendigutia  
Closing shall occur on or before: \_\_\_\_\_  
Name of Graebel's Listing Broker/Agent: Coldwell Banker Southern California / Tara Bucci  
Name of Buyer's Broker/Agent: \_\_\_\_\_  
Special Instructions: \_\_\_\_\_



**EXHIBIT B  
TO  
RIDER TO BUYER OFFER**

1. **Graebel's Authority.** No agreement for the sale of the real and personal property described in the Buyer Offer (collectively, the "Property") shall be deemed effective unless and until both the Buyer Offer and this Rider have been executed in writing by both Graebel and Buyer. Any offer or counter-offer executed by a real estate broker or other agent on behalf of Graebel (other than a corporate officer of Graebel) shall not be binding on Graebel unless and until confirmed in writing and executed by Graebel.
2. **Agreement Subject to Graebel Obtaining Title to the Property.** Buyer expressly acknowledges that all of the obligations of Graebel pursuant to the Buyer Offer, as amended by this Rider, are subject to and conditional upon Graebel obtaining title to the Property. In the event that, for any reason and under any circumstances, Graebel does not obtain title to the Property, Graebel shall have no obligation to convey the Property to Buyer and Buyer shall have no claim against Graebel arising therefrom or relating thereto.
3. **Relocation Transaction Acknowledgement.** Buyer expressly acknowledges all of the following:
  - a. Graebel is a relocation services provider, which purchased the Property solely for the purpose of resale;
  - b. Graebel is not a natural person and therefore it has never resided in the Property;
  - c. None of Graebel's agents, employees, or other representatives have ever resided in the property; and
  - d. Graebel has no actual knowledge of the condition of the Property except those matters, if any, which arose after the date of acquisition of the Property by Graebel.
4. **General Disclaimer of Representations and Warranties.** BUYER HEREBY ACKNOWLEDGES AND AGREES THAT GRAEBEL HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING:
  - a. THE NATURE, SQUARE FOOTAGE, CONDITION, VALUE, OR QUALITY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON;
  - b. THE MANNER, CONSTRUCTION, CONDITION, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF ANY OF THE PROPERTY;
  - c. EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, IF ANY, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE; AND
  - d. THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY.
5. **No Express or Implied Representations or Warranties.** BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRAEBEL HEREIN, GRAEBEL MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN RELATING TO THE PROPERTY.
6. **No Warranty of Compliance with Laws.** BUYER ACKNOWLEDGES AND AGREES THAT GRAEBEL HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE, COUNTY, OR MUNICIPALITY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION.
7. **Environmental Representations and Warranties Disclaimer and Buyer's Assumption of All Related Risk.** BUYER ACKNOWLEDGES AND AGREES THAT GRAEBEL DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THAT (A) THE PROPERTY IS OR MAY BE IN VIOLATION OF APPLICABLE FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA") AND THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 ("RCRA"), AND



- (B) HAZARDOUS SUBSTANCES OR HAZARDOUS WASTE HAVE BEEN DISPOSED OF OR OTHERWISE RELEASED ON THE PROPERTY. BUYER HEREBY ASSUMES ALL RISKS AND LIABILITIES, AND AGREES THAT GRAEBEL SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES, RESULTING OR ARISING FROM OR RELATING TO THE PRESENCE OF RADON GAS, ASBESTOS, OR ANY OTHER TOXIC, HAZARDOUS, OR OTHER ENVIRONMENTALLY DANGEROUS SUBSTANCE OR WASTE IN, ON, OR ABOUT THE PROPERTY.
8. Buyer's Inspection and Reliance Thereon. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER AND THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED, OR TO BE PROVIDED, BY GRAEBEL.
  9. Bargaining Power; Waiver of Deceptive Trade Practices and Consumer Protection. BUYER IS NOT IN A DISPARATE BARGAINING POSITION VIS-À-VIS GRAEBEL AND BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS, AND REMEDIES UNDER LAWS GOVERNING DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION WITH RESPECT TO ANY MATTERS PERTAINING TO THE BUYER OFFER AND THIS RIDER AND THE TRANSACTION CONTEMPLATED HEREBY.
  10. Purchase from Relocation Company. BUYER ACKNOWLEDGES AND AGREES THAT GRAEBEL HAS OWNED THE PROPERTY ONLY SINCE THE DATE OF ACQUISITION OF THE PROPERTY BY GRAEBEL, HAS NOT RESIDED ON THE PROPERTY, AND IS NOT IN A POSITION TO MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PROPERTY OR THE CONDITION THEREOF.
  11. Graebel Not Bound by Statements or Other Information Provided by Others. GRAEBEL IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, OR REPRESENTATIONS OF INFORMATION, PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, OR ANY OTHER PERSON.
  12. Survival of Property Condition Clause. THE PROVISIONS OF THIS RIDER SHALL SURVIVE CLOSING AND THE DELIVERY OF THE DEED FOR THE PROPERTY.
  13. Tests, Inspections, and Disclosure Documents.
    - a. Tests and Inspections. The tests and inspections described on Exhibit A have been conducted in, on, or with respect to the Property. Buyer acknowledges receipt of the test(s) and/or inspection(s) documentation specified in Exhibit A. In the event Graebel's test(s) and/or inspection(s) documentation is not available at the time of the execution of the Buyer Offer and this Rider, Graebel agrees to provide Buyer with such reports within five (5) days of Graebel's receipt of such reports, and to provide Buyer five (5) days to review the reports and provide Graebel with written notice of defects in the manner described in Section 15 of this Rider.
    - b. Disclosure Documents. BUYER ACKNOWLEDGES RECEIPT OF THE DISCLOSURE DOCUMENTATION SPECIFIED IN EXHIBIT A. BUYER ACKNOWLEDGES AND AGREES THAT THE ABOVE-LISTED DISCLOSURE DOCUMENTATION IS BEING PROVIDED TO BUYER FOR INFORMATIONAL PURPOSES ONLY AND IN COMPLIANCE WITH GRAEBEL'S LEGAL DISCLOSURE DUTY, IF ANY, AND FOR NO OTHER PURPOSE. GRAEBEL MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES RELATING TO THE PROPERTY BASED ON THE ABOVE-LISTED DISCLOSURE DOCUMENTATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS NOT ENTITLED TO RELY ON THE ABOVE-LISTED DISCLOSURE DOCUMENTATION AND THAT BUYER IS MAKING ITS PURCHASE DECISION BASED SOLELY ON THE BUYER'S OWN EXAMINATIONS, INSPECTIONS, AND TESTS OF THE PROPERTY.
  14. Lead Based Paint and Lead Based Paint Hazards. FOR PROPERTIES CONSTRUCTED PRIOR TO JANUARY 1, 1978, BUYER SHOULD NOTE THE FOLLOWING: Properties constructed prior to January 1, 1978 are subject to compliance with The Lead Based Paint Hazard Reduction Act, as these properties may present hazards related to exposure to lead from lead based paint and/or lead based products. If the Property was constructed prior to January 1, 1978, Buyer acknowledges receipt of the U.S. Environmental Protection Agency (EPA) pamphlet entitled "Protect Your Family From Lead in Your Home" and the Lead Based Paint Amendment to Rider to Buyer Offer which are attached hereto. Buyer acknowledges that it has the right to make the Buyer Offer or this Rider contingent upon Buyer or its agents conducting, within ten (10) days of the later of the execution of the Buyer Offer or this Rider, a risk



assessment or inspection of the Property for the presence of lead based paint and/or lead based paint hazards. Buyer further acknowledges that (a) the parties may negotiate a shorter period of time for the conducting of such a risk assessment or inspection, or (b) Buyer may waive its right, in writing, to conduct such an inspection at any time.

15. **Buyer's Inspections and Tests.** Buyer has the right to inspect or to have the Property inspected and tested by others on Buyer's behalf to determine the existence of defects, if any. All inspections and tests shall be conducted at Buyer's sole cost and expense. Graebel recommends, but does not require, that Buyer secure such surveys, title inspections, professional building inspection reports, and other inspections and tests as Buyer, in its sole and exclusive discretion, deems necessary or appropriate to determine the condition of the Property, including, but not limited to, any inspections or tests necessary to determine the presence of radon gas, asbestos, lead based paint, underground storage tanks, or toxic or hazardous substances in or about the Property. Buyer acknowledges and agrees that all inspections and tests conducted on Buyer's behalf, and any defects discovered as a result of those inspections or tests, must be reported to Graebel or Graebel's agent in writing, accompanied by a complete copy of Buyer's inspection and test reports, no later than 5:00 p.m. (in the jurisdiction where the Property is located) on the last day of the Buyer's Inspection Period as set forth on Exhibit A. Buyer further acknowledges and agrees that, to the fullest extent permitted by law, Buyer's failure to provide Graebel with a copy of the inspection and test reports and reported defects on or prior to the last day of the Buyer's Inspection Period shall constitute (a) Buyer's constructive acceptance of the condition of the Property, (b) Buyer's waiver of all inspection contingencies under the Buyer Offer or this Rider, and (c) Buyer's agreement to proceed to closing of the transaction for the sale and purchase of the Property as contemplated by the Buyer Offer and this Rider (the "Closing").
16. **Graebel's Remedies with Regard to Conditions and Defects Discovered.** Graebel shall have seven (7) calendar days from the date Graebel receives Buyer's written notice of any defects to advise Buyer or Buyer's agent in writing that Graebel shall proceed under one (1) of the following options:
  - a. Treat the condition and repair the defect at Graebel's own cost and expense, in which event Buyer agrees to consummate the purchase transaction according to the terms of the Buyer Offer and this Rider (in the case of lead based paint and/or lead based hazard remediation, Graebel will provide Buyer with a certificate from a risk assessor or inspector demonstrating that the condition had been remedied before the date of Closing (the "Closing Date")); or
  - b. Provide a credit to Buyer at Closing in an amount agreed to by both parties in lieu of treating the condition or defect or making the repair, in which event Buyer agrees to consummate the purchase transaction according to the terms of the Buyer Offer and this Rider and to release Graebel from any liability or obligation related to the condition and repair; or
  - c. Terminate the Buyer Offer and this Rider by executing a release and refunding to the Buyer any earnest money deposit.

Should Graebel elect to terminate the Buyer Offer and this Rider, or fail to respond within seven (7) calendar days after notification of defects by Buyer, Buyer shall have the right, in its sole and exclusive discretion, to proceed to Closing and consummate the Property purchase transaction, taking the Property in "as is, where is" and with all faults condition (i.e., with whatever conditions or defects exist). To exercise this right to proceed to Closing, Buyer must provide Graebel with written notice of such intention within four (4) calendar days from either (i) receipt of Graebel's notice of its election to terminate, or (ii) the expiration of Graebel's seven (7) calendar day period for response to Buyer after notification of defects by Buyer.

17. **Pre-Closing Inspection of Condition of Property.** Buyer shall have the right to make a final inspection of the Property within forty-eight (48) hours before Closing, not as a contingency of the sale, but solely to confirm that the Property's condition has not deteriorated from the date of the Buyer Offer and this Rider (ordinary wear and tear excepted).
18. **Buyer's Indemnity.** Buyer agrees to indemnify and hold harmless Graebel and any of Graebel's shareholders, directors, officers, employees, agents, guests, and invitees, and their respective heirs, successors, and assigns from, against, and in respect of any and all actions, suits, claims, proceedings, demands, damages, losses, costs, and expenses, including, but not limited to, attorneys' fees, costs, and disbursements, arising out of or resulting from the performance of any examinations, tests, or inspections undertaken by Buyer, its agents, contractors, or anyone else from whose acts Buyer may be legally liable. Buyer's indemnification obligation set forth in this Section 18 shall survive termination of the Buyer Offer, termination of this Rider, Closing, and delivery of the deed for the Property.
19. **Buyer Not Beneficiary of Representations and Warranties Received by Graebel.** Buyer acknowledges and agrees that Buyer is not a beneficiary of any representations and warranties received by Graebel, its assigns, and the employer of Graebel's immediate predecessor in title to the Property (the "Former Owner") as part of Graebel's purchase of the property from the Former Owner.



20. Buyer's Release. Buyer expressly acknowledges that all of the obligations of Graebel pursuant to the Buyer Offer, as amended by this Rider, are subject to and conditional upon Buyer executing and delivering to Graebel at the Closing the Release of All Claims by Buyer which is attached hereto as Exhibit C and incorporated herein by reference.
21. Title Defects. Buyer may, at its option and expense, secure a current preliminary title report relating to the Property and/or a complete abstract of title to the Property. Graebel will not provide title insurance to Buyer at Graebel's expense unless the Property is located in a jurisdiction where it is usual and customary for a seller of residential property to do so and, in that event, Graebel reserves the right to select the title insurer/agent. In the event a title report or abstract reflects title defects, Graebel shall have the option, in Graebel's sole and exclusive discretion, to either (a) correct the defect, or (b) terminate the transaction. Under no circumstances shall Graebel have any obligation to bring any action or proceeding or otherwise incur any expense whatsoever to render title to the Property marketable or insurable. In the event any title defect is one which will require in excess of thirty (30) days to correct, Graebel will notify Buyer within a reasonable time period and Buyer may then, by providing written notice to Graebel within seven (7) calendar days following receipt of such notice from Graebel, elect to (a) terminate the transaction, (b) receive a refund of any earnest money deposit, and (c) release Graebel from any further obligation under the Buyer Offer or this Rider. Buyer acknowledges and agrees that, to the fullest extent permitted by law, Buyer's failure to notify Graebel of its election to terminate the transaction within the seven (7) calendar day period shall constitute (a) Buyer's constructive acceptance of the title defect affecting the Property, (b) Buyer's waiver of any other objections relating to the title of the Property under the Buyer Offer or this Rider, and (c) Buyer's agreement to proceed to Closing.
22. Tax and Other Prorations. If the Property has been fully assessed at the time of Closing, prorations for taxes, assessments, and similar items will be based upon the amounts available at the time of Closing. If such amounts are not available at the time of Closing, prorations for taxes, assessments, and similar items will be based upon the most current amounts or the most current assessments. If the Property has not been fully assessed at the time of Closing, prorations for taxes, assessments, and similar items will be based upon a percentage of the value of the Property as determined in accordance with local custom. There will be no re-prorations or adjustments of taxes, assessments, and similar items after Closing. The proration for the day of Closing shall be charged to Graebel.
23. Closing. The parties agree that all closing prorations and repair amounts must be confirmed and approved by Graebel or the Closing Agent at least forty-eight (48) hours prior to Closing. The parties further agree that the Closing Date and time must be agreed upon by the parties at least five (5) business days prior to Closing. The Closing of the sale of the Property shall be through, and shall take place at, the office of the Closing Agent.
24. Possession. Graebel shall deliver possession of the Property to Buyer as of the actual time of the Closing on the Closing Date. Buyer may not alter the Property, store anything on or in the Property, or occupy or otherwise use the Property prior to the actual time of the Closing on the Closing Date.
25. Assignment. Buyer acknowledges and agrees that it shall not assign its rights and duties under the Buyer Offer or this Rider without Graebel's prior written consent. If Buyer makes such an assignment without consent, Graebel may, at its option and in its sole and exclusive discretion, elect to terminate the transaction. Graebel may assign the Buyer Offer and this Rider and all of its rights and duties hereunder.
26. Appointment as Agent. If two (2) or more persons are identified as Buyer in the Buyer Offer or this Rider, each individual purchaser, by signing the Buyer Offer or this Rider, authorizes the other or any of them to act as his or her agent to receive notices and make payments under the Buyer Offer and this Rider.
27. Miscellaneous Provisions.
  - a. Binding Effect/Entire Agreement. The Buyer Offer and this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, executors, legal representatives, administrators, and permitted assigns. All prior understandings and agreements between the parties are merged in the Buyer Offer and this Rider, which constitutes the entire agreement between the parties. The Buyer Offer and this Rider are entered into after full investigation made by Buyer, and neither party relies upon any statement or representation made by anyone unless contained herein. No provision of the Buyer Offer or this Rider may be modified or waived unless in writing and signed by the party against whom the enforcement of such modification or waiver is sought.
  - b. Non-Waiver/Time of the Essence. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. Time is of the essence of the Buyer Offer and this Rider and any failure to perform an obligation by a date specified in the Buyer Offer and this Rider will be considered a breach of the entire Buyer Offer and this Rider.
  - c. Severability. Whenever possible, each provision of the Buyer Offer and this Rider will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Buyer Offer or this



Rider is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Buyer Offer and this Rider.

- d. Alternative Dispute Resolution.
- (1) Mediation of Disputes. Graebel and Buyer agree to mediate any dispute or claim between them arising out of the Buyer Offer and this Rider or any resulting transaction before resorting to arbitration or court action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. The mediation fee, if any, shall be divided equally among the parties involved. Graebel and Buyer agree that anything said, any admission made, and any documents prepared, in the course of the mediation shall be inadmissible in any arbitration or any civil action. If any party commences an arbitration or court action based on a dispute or claim to which this provision applies without first attempting to resolve the matter through mediation, then any other party shall be entitled to the dismissal or stay of such arbitration or court action until the mediation required by this provision can be completed.
  - (2) Arbitration of Disputes. Any dispute or claim in law or equity between Graebel and Buyer arising out of the Buyer Offer and this Rider or any resulting transaction which is not settled through mediation shall be decided by neutral, binding arbitration and not by court action, except as provided by the laws of the state where the Property is located for judicial review of arbitration proceedings and except as may be necessary for the purposes of enforcing this provision. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA), unless the parties agree in writing to use different rules or a different arbitrator. In all other respects, the arbitration shall be conducted in accordance with applicable law in the jurisdiction where the Property is located. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with applicable law in the jurisdiction where the Property is located. The arbitrator shall have the right to order injunctive or other equitable relief.
- e. Further Assurances. Each of the parties to the Buyer Offer and this Rider shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the Closing and the covenants and agreements as set forth herein.
- f. Force Majeure. Neither party will be liable to the other, or will be considered to be in breach of the Buyer Offer and this Rider, due to any delay or failure to perform which is the result of strikes, lockouts, labor disputes, acts of God, enemy hostile government action, terrorism, governmental restrictions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of such party. In the event of a delay caused by any of those items described in this provision, the delayed party shall make all commercially reasonable efforts to minimize the impact of the event.
- g. Governing Law. The Buyer Offer and this Rider shall be construed in accordance with and governed by the laws of the state of where the Property is located without regard to conflict of law principles.
- h. Counterparts/Captions/Construction. This Rider may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Captions in this Rider are for convenience only and shall not be used to interpret or construe its provisions. The language throughout the Buyer Offer and this Rider will be (i) construed according to its normal and usual meaning, and (ii) deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of strict constructions shall be applied against either party. As used in the Buyer Offer and this Rider, the masculine, feminine, and neuter genders and the singular and plural will each be deemed to include the other whenever appropriate to the context.
- i. Notices. Any and all notices, elections, demands, requests, and responses thereto permitted or required to be given under the Buyer Offer and this Rider (collectively, "Notices") shall be in writing, signed either by the party giving the same or such party's attorneys, and shall be deemed to have been properly given and shall be deemed effective upon receipt (i) if personally delivered, (ii) if delivered by express overnight delivery service with receipt for delivery, or (iii) if deposited in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth above.





**EXHIBIT C  
TO  
RIDER TO BUYER OFFER**

**GRAEBEL RELOCATION SERVICES WORLDWIDE, INC.  
RELEASE OF ALL CLAIMS BY BUYER  
CAUTION: READ BEFORE SIGNING**

**THIS EXHIBIT MUST BE INITIALED PRIOR TO CLOSING AND SIGNED AT CLOSING  
THIS DOCUMENT SHOULD BE INITIALED BY THE BUYER(S) WHEN THE RIDER TO BUYER OFFER IS SIGNED  
THIS DOCUMENT SHOULD NOT BE SIGNED BY THE BUYER(S) WHEN THE RIDER TO BUYER OFFER IS SIGNED  
THIS DOCUMENT IS TO BE COMPLETED AND SIGNED BY THE BUYER(S) AT THE CLOSING**

The undersigned (collectively, the "Buyer") hereby acknowledges that Graebel Relocation Services Worldwide, Inc. ("Graebel") would not have entered into that certain \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ (the "Buyer Offer") and the related Rider to Buyer Offer dated \_\_\_\_\_, 20\_\_\_\_ (the "Rider") without Buyer's agreement to execute this Release of All Claims By Buyer (the "Release"). The parties to the Buyer Offer and the Rider therefore agree that adequate consideration exists to support Buyer's execution of this Release. Terms not defined herein shall have the meanings given to them in the Buyer Offer and the Rider.

Buyer, for itself and on behalf of Buyer's heirs, agents, representatives, successors, and permitted assigns (collectively, the "Releasing Parties"), FULLY AND FINALLY WAIVES AND RELEASES ANY AND ALL CLAIMS AND CAUSES OF ACTION (known and unknown, foreseen or unforeseen, developed or undeveloped) which Buyer may now have or may hereafter acquire against Graebel and Graebel's principal (i.e., the employer of Graebel's immediate predecessor in title to the Property (the "Former Owner")), and all of their respective predecessors, successors, parents, subsidiaries, and other affiliates, and all those entities' shareholders, directors, officers, employees, and agents (collectively, the "Released Parties") that arise from, or relate in any way to, or result in any manner from:

1. The Property;
2. The transactions contemplated by the Buyer Offer and this Rider;
3. All of the disclosures which were made to Graebel by the Former Owner of the Property; and
4. The presence of radon gas, asbestos, or any other toxic, hazardous, or other environmentally dangerous substance in, on, or about the Property;

including, without limitation, all such claims and causes of action of any sort or type whatsoever, including claims based on any contract, tort, common law or other law, claims based on any federal, state, or local statute, rule, or ordinance, and any claims for punitive or other enhanced damages and whether any such claim or cause of action is made by Buyer or by any person which Buyer allows to reside in or about the Property or to come in contact with the Property.

The Releasing Parties state and acknowledge that they are not entering into this Release in reliance upon any representations, promises, or assurances other than those expressly stated in the Buyer Offer, the Rider, and this Release. The Releasing Parties agree that there shall be no presumption against the drafter of this Release and that this Release shall be governed by and interpreted according to the laws of the state where the Property is located.

The Releasing Parties hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting, or causing to be commenced, any proceeding of any kind against any Released Party based upon any matter purported to be released hereby.

Without in any way limiting any of the rights and remedies otherwise available to any Released Party, the Releasing Parties, jointly and severally, each hereby agree to indemnify and hold harmless each Released Party from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorney's fees) whether or not involving third party claims, arising directly or indirectly from or in connection with (a) the assertion by or on behalf of the Releasing Parties of any claim or other matter purported to be released pursuant to this Release and (b) the assertion by any third party of any claim or demand against any Released Parties which claim or demand arises

Buyer(s) Initials \_\_\_\_\_ / \_\_\_\_\_

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directly or indirectly from, or in connection with, any assertion by or on behalf of the Releasing Parties against such third party of any claims or other matters purported to be released pursuant to this Release. If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect. Any provision of this Release which is held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**FOR LOUISIANA PROPERTIES ONLY. BUYER(S) PLEASE NOTE THE FOLLOWING:** Buyer acknowledges and agrees that the Property is being sold in “as is” and “where is” condition, without any warranty of recourse whatsoever as to the condition of the Property, including, without limitation, any warranty as to the absence of vices or defects (whether apparent, latent, known or unknown, easily discoverable, or hidden), fitness for any ordinary use, or fitness for any intended use or particular purpose, even for the return or reduction of the purchase price or otherwise. Buyer acknowledges reliance solely on Buyer’s inspection of the Property. Accordingly, Buyer waives all of Buyer’s rights in connection with the condition of the Property, and Buyer hereby relieves and releases Graebel from any and all liability in connection with the condition of the Property, including particularly any and all liability for any claim or cause of action for redhibition or for reduction of the purchase price or otherwise pursuant to Louisiana law. Buyer expressly waives all rights in redhibition and reduction of the purchase price or otherwise pursuant to Louisiana law. Buyer further acknowledges and agrees that Buyer has not relied on Graebel’s skills or judgment in selecting the Property. Buyer acknowledges and understands that Louisiana redhibition law enables Buyer to hold Graebel responsible for any undeclared latent defects in the Property existing on the date of the Act of Sale and to either rescind the sale or seek a reduction of the purchase price, and Buyer hereby specifically waives such rights. As used in this provision, “Act of Sale” refers to the closing of title. Buyer acknowledges that the foregoing waivers have been explained to Buyer and that Buyer has read and understands such waivers, has voluntarily and knowingly consented to such waivers, and agrees to be bound thereby.

**FOR CALIFORNIA PROPERTIES ONLY.** In connection with any rights Buyer is waiving under the Buyer Offer and the Rider, Buyer expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and understands and acknowledges the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Thus, notwithstanding the provision of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Buyer expressly acknowledges that this release is intended to include in its effect, without limitation, all claims which the Buyer does not know or suspect to exist in his favor at the time of execution of this document, and that this release contemplates the extinguishment of any such claim or claims.

**FOR MONTANA PROPERTIES ONLY.** In connection with any rights Buyer is waiving under the Buyer Offer and the Rider, Buyer expressly waives and relinquishes all rights and benefits afforded by Section 28-1-1602 of the Code of the State of Montana and understands and acknowledges the significance of such specific waiver of Section 28-1-1602. Section 28-1-1602 of the Montana Code provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor.

Thus, notwithstanding the provision of Section 28-1-1602, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Buyer expressly acknowledges that this release is intended to include in its effect, without limitation, all claims which the Buyer does not know or suspect to exist in his favor at the time of execution of this document, and that this release contemplates the extinguishment of any such claim or claims.

**FOR NORTH DAKOTA PROPERTIES ONLY.** In connection with any rights Buyer is waiving under the Buyer Offer and the Rider, Buyer expressly waives and relinquishes all rights and benefits afforded by Section 9-13-02 of the Century Code of the State of North Dakota and understands and acknowledges the significance of such specific waiver of Section 9-13-02. Section 9-13-02 of the North Dakota Century Code provides as follows:



Buyer(s) Initials \_\_\_\_\_