

INVESTMENT PROPERTY ADDENDUM

| | |
|---|------------------------------------|
| 1 | Buyer(s) _____ |
| 2 | Seller(s) _____ |
| 3 | Property Address or Tax ID # _____ |
| 4 | _____ (the "Property") |

5 This Investment Property Addendum (this "Addendum") does not contain a complete list of all inspections, tests, information, feasibility studies, and
6 reports available or appropriate for this transaction. Others may be added in Section 1.5 (Additional Due Diligence Items).

7 The Sale Agreement is contingent upon: (a) Buyer's satisfaction with the documents and information obtained from review of the due diligence items
8 selected below (collectively "Due Diligence Items"); and (b) Buyer reaching written agreement with Seller for resolution of any repairs, corrections, or
9 other remedial action.

10 Unless otherwise agreed in writing, Due Diligence Items will be provided by Seller, at Seller's expense. Except as modified in this Addendum, all
11 provisions of the Sale Agreement will remain in full force and effect.

12 Real estate agents are not qualified to perform inspections, conduct research, or otherwise provide any services relating to any due diligence items.
13 Nor are they qualified to render opinions on the reliability of any documents or information obtained from the due diligence items. Buyer should retain
14 their own experts for these responsibilities.

DUE DILIGENCE

15 **1. DUE DILIGENCE ITEMS:** Not all documents and information may be readily available to Seller. Buyers and Sellers should promptly determine
16 what documents and information can be reasonably provided within the Document Delivery Period, defined in Section 2 (Document Delivery Period).
17 If obtaining any documents and information may be delayed, it is suggested Buyer and Seller reach written agreement for an extension of time before
18 expiration of the Document Delivery Period.

19 The phrase "2+ Years" below means that Seller will provide those documents and information for the calendar year to date and the two (2) preceding
20 calendar years.

21 Seller will provide the following documents and information to Buyer to the extent that they are within Seller's possession or are reasonably available
22 to Seller:

23 1.1. Basic Information. (select all that apply)

- 24 (a) Current rent roll with addresses, tenant names, rental rates, security deposits paid, and delinquencies
- 25 (b) Delinquent rent reports for 2+ Years
- 26 (c) Accounting of all current (i) prepaid rents; and (ii) security, key, pet, and other deposits (refundable and nonrefundable)
- 27 (d) Current utility, maintenance, and operating bills that will remain unpaid on Closing
- 28 (e) Current leases, rental agreements, and tenant files
- 29 (f) Profit and loss statements for 2+ Years
- 30 (g) Balance sheets for 2+ Years
- 31 (h) Capital expenditures for 2+ Years

32 1.2. Financial Information. (select all that apply)

- 33 (a) Form 1040 Schedule E or comparable business schedule returns of entity owner for the past two years
- 34 (b) Current property tax statements and assessment
- 35 (c) Current operating contracts and service agreements
- 36 (d) Current accounts receivable and payable
- 37 (e) Copy of insurance policies and claims history for 2+ Years

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE**OREF C-518 | Released 07/2024 | Page 1 of 3**

INVESTMENT PROPERTY ADDENDUM38 **1.3. Property Information.** *(select all that apply)*

- 39 (a) Description of all assets currently associated with the Property to be excluded for this transaction
- 40 (b) Interior inspection reports of units/offices/rooms for 2+ Years
- 41 (c) Latest survey and site plan
- 42 (d) All floor plans and as-built plans
- 43 (e) Latest appraisal
- 44 (f) Latest engineering reports
- 45 (g) Latest inspection reports (fire, building inspector, pest, dry rot, etc.)
- 46 (h) All environmental audits and reports (including Phase I, II, and III, if any)
- 47 (i) All verifications of the presence/absence of underground storage tanks
- 48 (j) Current inventory list of furniture, fixtures, and equipment
- 49 (k) All operating licenses and permits
- 50 (l) All notices from any governmental agency of any eminent domain proceeding or violation of law
- 51 (m) All parking lot plans

52 **1.4. Miscellaneous Information.** *(select all that apply)*

- 53 (a) All pending lawsuits and claims threatened or made affecting the Property
- 54 (b) All Americans with Disabilities Act plans, audits, reports, notices, or claims affecting the Property
- 55 (c) All Fair Housing and/or Bureau of Labor and Industry claims and settlements affecting the Property

56 **1.5. Additional Due Diligence Items.** *(select and describe)*

- 57 (a) _____
- 58 (b) _____
- 59 (c) _____
- 60 (d) _____
- 61 (e) _____

TIME REQUIREMENTS

62 **2. DOCUMENT DELIVERY PERIOD:** Time is of the essence. Seller will have ____ Days (ten [10] if not filled in) after the date Buyer and Seller have
63 Signed and Delivered this Addendum in which to provide Buyer with all Due Diligence Items (the "Document Delivery Period"). If additional time is
64 needed, Seller and Buyer should obtain a written extension.

65 **3. SELLER'S NOTICE OF UNAVAILABLE ITEMS:** Following Buyer's Delivery of this Addendum to Seller, Seller will Notify Buyer within ____ Days
66 (four [4] if not filled in) of all specific documents or information Seller is unable or unwilling to provide ("Missing Due Diligence"). Following Seller's
67 Delivery of Notice of Missing Due Diligence items, Buyer will have ____ Days (four [4] if not filled in) to provide Seller with OREF C-539 – Notice of
68 Termination (the "Termination Period"). Buyer's right to timely terminate will apply even if Seller has Signed and Delivered Buyer's offer before notifying
69 Buyer of documents or information that cannot or will not be provided. If Buyer fails to give such written Notice to Seller within the Termination Period,
70 it will be deemed to have been waived for all purposes.

71 **4. CONTINGENCY:** Section 7 (Due Diligence Period) of the Sale Agreement describes the contingency associated with the Due Diligence Items.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE**OREF C-518 | Released 07/2024 | Page 2 of 3**

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72 **5. CONFIDENTIALITY:** Unless the Parties agree otherwise, all documents and written information provided from Seller to Buyer will be deemed to
73 be confidential for all purposes and will be promptly returned to Seller upon termination or expiration of this transaction. Electronic information will be
74 deleted. This confidentiality provision will survive such termination or expiration of this transaction.

ADDITIONAL ITEMS

75 **6. MATERIAL EVENTS OCCURRING BEFORE CLOSING:** If, after this Addendum is Signed and Delivered by all Parties but before Closing, an
76 event occurs that materially affects the Property or its value (a "Material Event"), Seller will promptly Deliver to Buyer all information and documents
77 relevant to the event. The term "Material Event" includes any actual or potential increase or decrease in tenancies, actual or potential evictions,
78 notices of claims, losses or liabilities, insurance claims, changes to vendor or supplier contracts, or any other similar material event, regardless of
79 whether actual financial damage could occur. If any Material Event involves the extension or termination of any vendor or supplier contracts, accepting
80 or terminating tenants, undertaking capital improvements, or any like matter, the effect of which could foreseeably survive the Closing of this
81 transaction, Seller will first consult with Buyer before taking such action.

82 **7. FURTHER ASSURANCES:** If within twelve (12) months after the Closing of this transaction, Seller becomes aware of any Material Event not
83 previously disclosed to Buyer, Seller will promptly Notify Buyer in the same manner as described in Section 6. This provision will survive Closing of
84 this transaction.

85 **8. ADDITIONAL PROVISIONS:** *(describe)* _____
86 _____
87 _____
88 _____
89 _____ For further additional provisions see Addendum _____

90 Buyer _____ Print _____ Date _____ a.m. p.m. ←

91 Buyer _____ Print _____ Date _____ a.m. p.m. ←

92 Seller _____ Print _____ Date _____ a.m. p.m. ←

93 Seller _____ Print _____ Date _____ a.m. p.m. ←

94 Buyer's Agent(s) _____ Seller's Agent(s) _____