



AFFILIATED BUSINESS ARRANGEMENT AND DISCLOSURES NOTICE

By signing at the bottom of this Notice, the undersigned real estate investor (“Investor”) agrees with, acknowledges, and understands the disclosures below.

- I. Investor acknowledges that a relationship and a common ownership exists between New Western Acquisitions, Sherman Bridge Lending, Acquisition Holdings, LLC, Big State Property Ventures LLC, DFW Holdings, LLC, Falcon Mutual LLC, Fountain City Renewal LLC, Goldline Investments, LLC, Harkor Homes, LLC, HEB Homes LLC, Investcar LLC, K Town Homes, LLC, Music City Holdings LLC, NWA Residual, LLC, Pinellas Equities LLC, Pocono Properties LLC, Power House Holdings LLC, Satex Financial, LLC, SDAL Holdings LLC, SKA Properties, LLC, Soup To Nuts, LLC, Southern State Investments, LLC, SBR Empire LLC, Stockpile Property Ventures LLC, Texas Capitol LLC, Texan Mutual, LLC, United Colorado LLC, and Westoplex Renewal Co. LLC. Investor acknowledges that information will be shared among these entities.
- II. Investor further understands that **NO** associates at New Western Acquisitions **REPRESENT** Investor in any capacity. Even though Investor may receive information and opportunities from New Western Acquisitions or its affiliates, it is the sole responsibility of Investor to conduct its own due-diligence in any business dealings.
- III. Investor acknowledges New Western Acquisitions is involved with investment real estate. It is the sole responsibility of Investor to do all **DUE-DILIGENCE** concerning any potential purchase and/or sale of a real estate property. Any information provided by an associate of New Western Acquisitions is a guide and should not be the sole basis of a purchase and/or sale decision.
- IV. Investor further realizes the seller of the real estate property may or may not have **TITLE** to the property. Seller may have a contract on the property intending to purchase the property on a future date.
- V. Investor is fully aware that purchases are made **AS-IS**. Due to the nature of the transaction, the seller will have no knowledge about the condition of the property and cannot provide a seller’s disclosure notice. The condition of the property is **SOLELY** Investor’s responsibility to discover.
- VI. Investor further acknowledges any email message and the contents thereof are intended solely for the addressee. Investor acknowledges that information within any email message may be legally **PRIVILEGED AND CONFIDENTIAL**. Any electronic transmission is sent in trust, for the sole purpose of delivery to the intended recipient. Investor may not reproduce, disseminate, or forward the contents of any electronic transmission received from any New Western Acquisitions associate without the expressed written consent of New Western Acquisitions.
- VII. Investor further acknowledges the undersigned may be exposed to copyrights, patents, trademarks, and trade secrets of New Western Acquisitions or its affiliates during routine business transactions

★California ★Colorado ★Florida ★Georgia ★Kansas ★Missouri ★
★North Carolina ★Oklahoma ★Pennsylvania ★Tennessee ★Texas ★

www.newwestern.com



("INTELLECTUAL PROPERTY"). Investor agrees to not copy, disclose, use, sell, or offer for sale any and all Intellectual Property.

- VIII. Investor agrees that any liability or claim arising out of or in connection with a **BREACH OF ITS OBLIGATIONS** under Paragraph VI of this Agreement is difficult to estimate in light of any probable loss and difficulties of proof of loss and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy. Receiving Party agrees that if any liability of Receiving Party to Disclosing Party is proven to have arisen out of a breach of its obligations under Paragraph VI of this Agreement, any such damages owing shall be liquidated in an amount equal to **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** per occurrence.
- IX. Investor understands and acknowledges that New Western Acquisitions has expended and continues to expend significant time and expense on its personnel and that the loss of personnel would cause significant and irreparable harm to New Western Acquisitions. Investor agrees and covenants **NOT TO** directly or indirectly **SOLICIT**, hire, or recruit, or attempt to solicit, hire, or recruit, any New Western Acquisitions' personnel. This provision explicitly covers all forms of communication.
- X. Investor agrees that **ELECTRONIC SIGNATURES** have the same legal effect as handwritten signatures as laid out in the Uniform Electronic Transactions Act. Investor acknowledges that Investor may opt out of the use of electronic signatures at any time and for any reason.
- XI. Investor acknowledges and understands that **RISK OF LOSS** in real estate investing can be substantial, and that real estate investment is, by its nature, **SPECULATIVE**. Investor should therefore carefully consider whether such investing is suitable in light of its financial condition. Investor should not rely on any information provided by New Western Acquisitions as a substitute for the exercise of Investor's own skill and judgment in making a decision on the appropriateness of any real estate investment.

Name (Print) _____

Signature _____

Date _____

★ California ★ Colorado ★ Florida ★ Georgia ★ Kansas ★ Missouri ★
★ North Carolina ★ Oklahoma ★ Pennsylvania ★ Tennessee ★ Texas ★

www.newwestern.com



NOTICE OF NON-REPRESENTATION TO ALL POTENTIAL BUYERS OF REAL ESTATE

New Western Acquisitions and John Stockton (“Sales Agent”) **DO NOT REPRESENT YOU** in any capacity—their fiduciary duty lies solely with the seller. You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence, until you make a decision on representation.

Initial: _____

You acknowledge and understand that **RISK OF LOSS** in real estate investing can be substantial, and that real estate investment is, by its nature, **SPECULATIVE**. You should therefore carefully consider whether such investing is suitable in light of your financial condition. You should not rely on any information provided by New Western Acquisitions as a substitute for the exercise of your own skill and judgment in making a decision on the appropriateness of any real estate investment.

Initial: _____

By signing below, you acknowledge that you have been advised that New Western Acquisitions and Sales Agent do not represent you and that you may have substantial losses if you invest in real estate. If signing on behalf of an entity, I represent I have the capacity and authority to bind such entity.

Name (print)

Signature

Date

Disclaimer: This notice was prepared by New Western Acquisitions’ legal counsel.

★ California ★ Colorado ★ Florida ★ Georgia ★ Kansas ★ Missouri ★
★ North Carolina ★ Oklahoma ★ Pennsylvania ★ Tennessee ★ Texas ★

www.newwestern.com



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

New Western Acquisitions	604727	Nick.Koren@NewWestern.com	(832) 494-1920
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Nick Koren	0579102	Nick.Koren@NewWestern.com	(832) 494-1920
Designated Broker of Firm	License No.	Email	Phone
Nick Koren	0579102	Nick.Koren@NewWestern.com	(832) 494-1920
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
John Stockton	719268	John.Stockton@NewWestern.com	(281) 757-4220
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date