



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, Black Canyon Equity 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 expressly agrees that the identities of any individual, entity, and any information relating to a property made available by New Western Acquisitions shall constitute “Confidential Information” and Investor or any associated entity or individual shall not, within three (3) years from the date hereof: directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions,

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agreements or undertakings with any such third party identified or introduced by New Western Acquisitions; or seek to by-pass, compete, avoid or circumvent New Western Acquisitions from any business opportunity by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

- VIII. 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 (“**INTELLECTUAL PROPERTY**”). Investor agrees to not copy, disclose, use, sell, or offer for sale any and all Intellectual Property.
- IX. Investor agrees that any liability or claim arising out of or in connection with a **BREACH OF ITS OBLIGATIONS** under Paragraph VI or Paragraph VII 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.
- X. 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.
- XI. 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.
- XII. 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 _____

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

New Western Acquisitions and _____ (“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.

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CONTACT PROFILE

Name: _____ Source: _____
 Primary Email: _____ Secondary: _____
 Primary Numbers: (Cell) _____ (Work) _____ (Home) _____
 Home Address: _____
 City, State, Zip: _____

FINANCING PROFILE

Cash Sherman Bridge Loan Established LOC IRA (Self Directed) 1031 Exchange
 Other Financing (Explain): _____
 Job Type: _____ Employer: _____
 Gross Income/mo.: _____ Reported Debt/mo.: _____ DTI%: _____
 Cash Reserves: _____ Estimated FICO: _____ # of properties currently owned: _____

INVESTMENT PROFILE

Preferred Investment Strategies:
 Buy-Fix-Sell Buy-Fix-Rent Buy-Fix-Owner Finance Whole sale to Investors
 Bird Dog for Investors Agent for Investors Subject-to Buyer

ARV Range \$ _____ Min \$ _____

Regions: _____

_____ How many properties do you want to purchase per year? _____

Additional Investment Preferences _____



Certified Buyers Program

SPECIAL TERMS

- » Listed prices are not negotiable and properties are sold on a first come, first serve basis.
- » We require a **MINIMUM OF \$5,000** for a down payment in the form of certified funds to be delivered at the time of contracting. These funds are **NOT** contingent on anything beyond the conveyance of clear and marketable title to the property.
- » No option/inspection periods or financing contingencies are allowed. All due diligence must be performed prior to contracting.
- » Properties can be purchased with cash or we will finance them.
- » Title & Escrow Companies will be seller's choice.
- » Contracts are non-assignable.