

IMOJIM INVESTMENTS
ROGER J. BROWN

(619) 445-3405
FAX 445-3087

February , 2025

Mr.

San Diego, CA

Re: 4736-40 Voltaire St., San Diego CA

Dear.

We have reached an agreement regarding price and terms and we now go forth together to navigate the litigation-troubled waters of Real Estate in the 21st Century. This letter is intended to set the tone for that process and, hopefully, prevent difficulties for both of us in the future.

First, I want you to be satisfied. Please take the time to inspect the property fully, using any professionals to guide you and to completely answer all of your questions.

This property was acquired by me in 1972. I specifically refuse to make any representations or warranties and require that you rely on a careful inspection of the property, analysis of the market and advice of competent professionals prior to making an offer to acquire the property. If you need to pull up carpet, poke into something, remove a piece of something, please do so. I request that you first inform me of any such investigation and afterwards return the property to the condition you found it.

Second, I not only want you to be satisfied, **I want you to become satisfied prior to closing.**

Real Estate involves risk. The only way to avoid it completely is to NOT buy property. If you are unsatisfied with the risk, DO NOT buy the property. Conversely, if it is your intent to leave me with **any** risk, I elect not to sell you the property. If your plans go well, you enjoy the property and you make money from your investment, I doubt that you will offer to share your gains with me. If things do not go well, you are not happy or you don't make money, I do not want to be responsible for your losses. Simply stated, if I am at any risk in selling you this property, I would rather keep the property than bear that risk without owning the property. The reason I request that you sign this letter and the release attached as Exhibit "A" to this letter is to affirm these understandings and to make clear to you that your affirmation of the foregoing constitutes a material consideration in my selling you the property at the agreed upon price.

With this letter or before you received this letter you have been provided the preliminary title report and various other documents. If you have not been satisfied with the property prior to this time, do not sign this letter and Exhibit "A" and do not complete the sale. If, on the other hand, you find the property a good value considering its age, condition and the price we have agreed upon, please affix your signature below and receive my best wishes for good fortune in your investment.

Sincerely

Roger J. Brown

cc: brokers (w/Encl)

Received this ____ day of _____, 2025:

WITH RESPECT TO THE BUYERS' ACQUISITION OF THE PROPERTY COMMONLY KNOWN AS 4736-40 VOLTAIRE ST., SAN DIEGO, CA, BUYER ACKNOWLEDGES THAT SAID PROPERTY IS BEING ACQUIRED AT A PRICE WHICH IS BASED ON AN "AS IS; WHERE IS; WITH ALL FAULTS" CONDITION; THAT THE SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER; THAT THE BUYER HAS HAD THE OPPORTUNITY TO FULLY INVESTIGATE ALL ASPECTS OF THE PROPERTY, ENGAGE THE SERVICES OF PROFESSIONAL ADVISORS, INCLUDING LEGAL COUNSEL, INSPECT THE PROPERTY FULLY AND COMPLETELY, AND BECOME SATISFIED THAT THE EXISTING CONDITION OF THE PROPERTY IS COMMENSURATE WITH THE PRICE PAID. BUYER ACKNOWLEDGES THAT, WITHOUT THE AGREEMENT BELOW, THE SELLER WOULD NOT BE WILLING TO SELL THE PROPERTY TO BUYER AND THAT THE AGREEMENT BELOW CONSTITUTES A MATERIAL CONSIDERATION FOR THE PURCHASE OF THE PROPERTY.

A. Releases.

The buyer, _____, individually and on behalf of his respective successors-in-interest, agents, principals and assigns, hereby fully and forever, releases, acquits and discharges the seller, and its successors-in-interest, officers, directors, shareholders, agents, employees, assigns, affiliates, general partners, limited partners, co-venturers, trustees, trustors, beneficiaries, attorneys, and each of them, of and from any and all liability, claims, demands, actions, causes of action and rights (contingent, accrued, inchoate or otherwise) which he may now have against any or all of such persons, firms, associations, trusts, corporations and entities, whatever the basis.

B. Mutual Waiver of Statutory Rights.

The buyer, _____, hereby waives all rights which may exist under Section 1542 of the Civil Code of the State of California, which 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."

Buyer: _____

(date)

Approved as to form:

By: [Counsel to Buyer]