

Synovus Trust Company, N.A.
Addendum to Contract
For Sale of Real Estate

SUBJECT PROPERTY: Unit 418 - French Broad Place – 29 W French Broad St – Brevard NC
28712

Seller: Synovus Trust Company, N.A., as Trustee of the Lyle Blair Torrey Jr Family Trust

Buyer:

Contract Date:

The parties acknowledge and agree that the following conditions apply to the contract for sale of real estate as above recited.

- 1. CONFLICT OF INTEREST:** **A.** The Buyer hereby represents and warrants that he/she is not an employee, officer, director or related party of Synovus Trust Company, or any of its subsidiaries or affiliates, nor is Buyer acting on behalf of, nor does he/she have any agreement, written or oral, under which the title of the property would be transferred to an employee, officer, director or related party of Synovus Trust Company, or any of its subsidiaries.

B. Buyer represents and warrants that he/she is not acting on behalf of, nor does he/she have any agreement, written or oral, under which the title would be transferred to any entity controlled by any of the aforementioned individuals or affiliates or an immediate family member of any such individuals or affiliates.

C. Buyer maintains, to the best of his/her knowledge, that it is not an individual or organization in which there exists such a connection or interest in that might affect the exercise of the best judgement of the Bank in the sale of said property.
- 2. EXCULPATION:** Buyer acknowledges and agrees that this contract is made by Seller solely in its fiduciary or co-fiduciary capacity as described in the signatures affixed hereto, and that Seller shall not be liable for any breach or any failure to perform any obligation under this contract except from assets held in the fiduciary or co-fiduciary capacity described.
- 3. PROPERTY BEING SOLD IN “AS IS” CONDITION:** Buyer acknowledges and understands that Buyer may and shall inspect the property to the extent it deems necessary, that, except as specifically set forth herein, Buyer will not be relying on any representations or warranties by Seller, or Seller’s Agent, regarding the property, and that Buyer shall accept the property in “AS IS” and “WHERE IS” condition, without warranties of any kind, expressed or implied, from Seller, including any regarding merchantability, fitness for a particular purpose, habitability, suitability, tenantability, or regarding compliance with any state or federal laws, rules or regulations governing the disposal or presence of hazardous substances on the property. Seller makes absolutely no representations of any kind whatsoever with respect to the condition of the property. Buyer is relying solely on its own inspections, engineering studies and reports, environmental audits, feasibility studies and examination of the property and Buyer’s determination of the condition of the property.
- 4. DEED:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller’s status.
- 5. NON-TYING LANGUAGE:** Buyer hereby affirms that Buyer’s decision, if any, to seek financing or other service from Synovus Financial Corporation to include all of its affiliates and bank divisions, was made strictly independently by Buyer and not as condition of this sale.
- 6. PRORATION OF TAXES:** No further pro-ration of real estate taxes will be provided beyond closing.

7. **BROKERAGE FEE:** No commission shall be paid unless this transaction is completed according to the terms of the contract, nor shall forfeited binder deposit be shared with any broker.

(a) The entire commission as stipulated herein shall be paid to the Broker named herein upon closing of this transaction.

8. **CONDITIONAL APPROVAL:** This contract is subject to final approval of the Trust Committee of Synovus Trust Company, N.A. If the Committee does not, in its absolute discretion, approve this contract as stipulated the contract shall become null and void and there shall be no further obligation upon the Seller. In this event, the Buyer's earnest money deposit will be refunded according to the provisions of the sales contract.

Acknowledged and agreed, this _____ day of _____, 202__.

Buyer:

Seller:

Synovus Trust Company, N. A., as Trustee of
the Lyle Blair Torrey Jr Family Trust

Buyer