

1 DAVID R. ZARO (BAR NO. 124334)
 E-Mail: dzaro@allenmatkins.com
 2 MATTHEW D. PHAM (BAR NO. 287704)
 E-Mail: mpham@allenmatkins.com
 3 ALLEN MATKINS LECK GAMBLE
 MALLORY & NATSIS LLP
 4 865 South Figueroa Street, Suite 2800
 Los Angeles, California 90017-2543
 5 Phone: (213) 622-5555
 Fax: (213) 620-8816

6 EDWARD G. FATES (BAR NO. 227809)
 E-Mail: tfates@allenmatkins.com
 7 ALLEN MATKINS LECK GAMBLE
 MALLORY & NATSIS LLP
 One America Plaza
 9 600 West Broadway, 27th Floor
 San Diego, California 92101-0903
 10 Phone: (619) 233-1155
 Fax: (619) 233-1158

11 Attorneys for Court-Appointed Receiver
 12 KRISTA L. FREITAG

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

15
 16 SECURITIES AND EXCHANGE
 COMMISSION,

17 Plaintiff,

18 vs.

19 INTEGRATED NATIONAL
 20 RESOURCES, INC. dba
 WEEDGENICS, ROLF MAX
 21 HIRSCHMANN aka "MAX
 BERGMANN," PATRICK EARL
 22 WILLIAMS,

23 Defendants, and

24 WEST COAST DEVELOPMENT LLC,
 INR CONSULTING LLC (WYOMING
 25 ENTITY), OCEANS 19 INC.,
 AUTOBAHN PERFORMANCE LLC,
 26 ONE CLICK GENERAL MEDIA INC.,
 OPUS COLLECTIVE, JOHN ERIC
 27 FRANCOM, INR-CA INVESTMENT
 HOLDINGS, LLC, MICHAEL
 28 DELGADO, TOTAL SOLUTION
 CONSTRUCTION LLC. BAGPIPE

Case No. 8:23-cv-00855-JWH-KES

DECLARATION OF KRISTA L. FREITAG IN SUPPORT OF RECEIVER'S MOTION FOR (A) APPROVAL OF SALE OF REAL PROPERTY LOCATED AT 2158 E. SUMMERSWEET, BUILDING 3, UNIT 101, BOISE, IDAHO; (B) AUTHORITY TO PAY BROKER'S COMMISSION

Date: February 14, 2024
 Time: 9:00 a.m.
 Ctrm: 9D
 Judge: Hon. John W. Holcomb

1 HOLDINGS LLC, BAGPIPE
2 MULTIMEDIA LLC, TYLER
3 CAMPBELL, INR CONSULTING LLC
4 (CALIFORNIA ENTITY), HIDDEN
5 SPRINGS HOLDINGS GROUP LLC,
6 and ALEXANDRIA PORTER BOVEE
7 aka "AIA MONTGOMERY",

8
9 Relief Defendants.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 I, Krista L. Freitag, declare as follows:

2 1. I am the permanent receiver for Defendant Integrated National
3 Resources, Inc. d/b/a WeedGenics (“INR”), and Relief Defendants West Coast
4 Development LLC, INR Consulting LLC (Wyoming entity), Oceans 19 Inc.,
5 Autobahn Performance LLC, One Click General Media Inc., Opus Collective, INR
6 Consulting LLC (California entity), Hidden Springs Holdings Group LLC, Total
7 Solution Construction LLC, Bagpipe Holdings LLC, Bagpipe Multimedia LLC, and
8 INR-CA Investment Holdings, LLC, and their subsidiaries and affiliates
9 (collectively, the “Receivership Entities”). I make this declaration in support of my
10 Motion for (A) Approval of Sale of Real Property Located at 2158 E. Summersweet,
11 Building 3, Unit 101, Boise, Idaho; (B) Authority to Pay Broker’s Commission
12 (“Motion”). I have personal knowledge of the facts set forth herein and, if called as
13 a witness, could and would competently testify to such facts under oath.

14 2. The receivership estate real properties include a condominium storage
15 unit located at 2158 E. Summersweet, Building 3, Unit 101, Boise, Idaho
16 (“Summersweet Property”). The Summersweet Property was purchased in February
17 2023 by Autobahn Performance LLC for \$240,000. Shortly after my appointment, a
18 member of my staff visited the Summersweet Property and located a McLaren 620R
19 luxury automobile, as well as a full-size metal car sculpture stored at the
20 Summersweet Property. Both items have since been removed and subsequently
21 sold.

22 3. The Summersweet Property is somewhat rare in that it is zoned as a
23 commercial property for storage but is not used for a business of any kind. My team
24 spoke to several brokers in Boise who sell residential property, but they were
25 unwilling to take on the listing because of the commercial zoning. I ultimately
26 engaged TOK Commercial, a well-regarded, licensed broker of commercial property
27 in Idaho (“Broker”). The property was listed for sale on Crexi (a widely used listing
28 service for commercial property) and on Broker’s website in May 2024 with a list

1 price of \$250,000. To encourage offers, the listing price was periodically reduced to
2 match local market pricing, as recommended by Broker.

3 4. The Summersweet Property was shown to several interested parties and
4 two written offers were received. I was unable to agree on a purchase price with the
5 first offer, however, through Broker, I negotiated terms and signed a Real Estate
6 Purchase Agreement with buyer Bryan Warnock (“Buyer”). The proposed purchase
7 price of \$205,000 is consistent with comparable sales in the area, which sales data
8 was provided by Broker. Buyer is concerned about the length of time associated
9 with a Court-approved sale and insisted on an outside date for Court approval of
10 April 1, 2025. If Court approval has not been obtained by that date, Buyer will have
11 the option to terminate the sale without penalty.

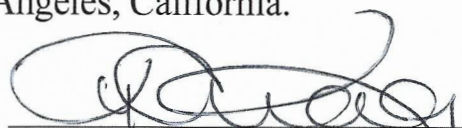
12 5. Through Broker, the prospective purchasers who showed interest in the
13 property have been invited to participate in the overbid/auction process discussed
14 below. The Crexi listing has also been updated to seek overbidders.

15 6. I believe the proposed sale to Buyer pursuant to the Agreement is in the
16 best interests of the estate. The Summersweet Property was listed on Crexi with a
17 licensed broker and shown to all interested parties. The property was on the market
18 for seven months, the price was periodically reduced, two offers were received,
19 terms negotiated, and the Agreement signed. I have found no evidence that the
20 proposed sale is anything other than an ordinary arm’s length transaction. The
21 purchase price is fair and reasonable, and consistent with recent comparable sales in
22 the area.

23 7. With respect to Broker’s commission, Broker appears to have broadly
24 marketed the Summersweet Property for sale, to include its posting on Crexi and its
25 own website. The listing agreement is standard for the local area and the
26 commission offered is consistent with industry standards for commissions paid to
27 brokers for sales of commercial properties. Accordingly, I request authorization to
28 pay Broker the commission amount in accordance with the listing agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury that the foregoing is true and correct.
Executed on January 9, 2025, at Los Angeles, California.



Krista L. Freitag

EXHIBIT A



REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made this 18th day of November, 2024, by and between Autobahn Performance LLC, a Wyoming limited liability company ("Seller") and Bryan Warnock, and/or assigns ("Buyer"). The effective date of this Agreement (the "Effective Date") shall be the later date of the dates that both Buyer and Seller have executed this Agreement.

1. PROPERTY. Seller owns that certain property located at 2158 E. Summersweet, Building 3, Unit 101, and commonly known as Falcon Storage Condos, located in the City of Boise, County of Ada, State of Idaho, more particularly described on Exhibit A, attached hereto and made a part hereof, together with all rights appurtenant thereto, including all right, title and interest of Seller in and to all easements, tenements, hereditaments, privileges and appurtenances thereunto belonging, improvements, buildings and structures thereon, and all of Seller's personal property used in the operation of the Property and except the following: N/A (the "Personalty") (the foregoing collectively, the "Property").

2. PURCHASE PRICE; PAYMENT TERMS. The purchase price to be paid by Buyer to Seller for the Property shall be Two Hundred Five Thousand and No/100 Dollars (\$205,000.00) (the "Purchase Price"), payable in the following manner:

(a) Earnest Money. Within three (3) business days from the Effective Date, Buyer shall deposit, in the form of check, an amount equal to Five Thousand and No/100 Dollars (\$5,000.00) (the "Earnest Money") with Reana Garcia, Alliance Title & Escrow, 250 S. 5th Street, Suite 100, Boise, Idaho 83702; reana.garcia@alliancetitle.com (the "Escrow Agent"). The Earnest Money and interest earned thereon (if any) shall be fully refundable to Buyer until the expiration of the Due Diligence Period (defined below) and shall be applied toward the Purchase Price at Closing; provided the transaction contemplated by this Agreement proceeds through Closing.

(b) Cash. The Purchase Price, plus or minus prorations set forth herein, shall be paid by cash proceeds, wire transfer, personal check or official bank check on the Closing Date (defined below).

3. TITLE MATTERS. Not more than five (5) business days from the Effective Date, Seller shall deliver or cause to be delivered to Buyer, a commitment for an owner's title insurance policy, dated after the date hereof, issued by Fidelity National Title (the "Title Insurer") in the amount of the Purchase Price, with standard form coverage (the "Title Commitment"), together with legible copies of all documents referenced therein as exceptions, showing marketable and insurable title to the Property subject only to: (a) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money or otherwise on the Closing Date, and which Seller shall so remove at Closing; (b) standard exceptions printed by the Title Insurer; and (c) title exceptions not otherwise objected to by Buyer (collectively, the "Permitted Exceptions").

Buyer shall have until expiration of the Due Diligence Period within which to object in writing to any material exception shown thereon and, if said exception cannot be removed by Seller on or before the Closing Date, Buyer shall have the right to terminate this Agreement, in which event the Earnest Money and all interest earned thereon (if any) shall be returned to Buyer and all parties thereafter released and discharged from any further obligation under this Agreement. The failure of the Buyer to deliver written notice of an objection to a material exception shown on the Title Commitment within such title review period shall conclusively constitute the approval by Buyer of the exceptions shown in the Title Commitment. Without limiting the foregoing, Seller shall not take any action or record any documents that would affect title to the Property after the date of this Agreement. In addition, Seller shall remove any defect or encumbrance attaching by, through or under Seller after the date of this Agreement. Any and all monetary encumbrances recorded against the Property may be discharged by Seller at Closing out of the Purchase Price. The legal description set forth in the Title Commitment shall be the legal description used to describe the Property on the warranty deed delivered to Buyer by Seller at Closing.

4. DUE DILIGENCE.

(a) Right to Inspect. For a period of ten (10) days, by close of business, from the Effective Date (the "Due Diligence Period"), Seller hereby grants a license to Buyer and Buyer's agents to enter on to the Property for all purposes reasonably related

^{DS}
BW

^{DS}
KF

Docusign Envelope ID: 804ED548-6F8B-41D1-884D-99E97C8698E4

to making a full and adequate determination of the suitability of the Property for Buyer’s intended use, and Buyer and Buyer’s agents shall have the right, during reasonable hours, to inspect the Property, and to undertake, at Buyer’s expense, such inspections and other activities as it shall determine in connection therewith, including, without limitation, the right to make: (i) a complete physical inspection of the Property; (ii) investigations regarding zoning, subdivision and code requirements; (iii) real estate tax analysis and investigation of available financing; (iv) investigation of all records and all other documents and matters, public or private pertaining to Seller’s ownership of the Property; (v) investigation of the structural integrity of all improvements including the roof of each building, and all operating systems serving the improvements including, without limitation, heating, ventilation and air conditioning systems, plumbing, electrical, and all other systems; and (vi) to make application for and receive any and all permits, approvals and written agreements satisfactory to Buyer (including, without limitation, building and use permits) required by the appropriate public or governmental authorities to permit the use of the Property in accordance with Buyer’s intended use. The foregoing shall hereinafter sometimes be collectively referred to as the “Inspection.” The Inspection shall not disturb the quiet enjoyment of Seller or Seller’s tenant(s) (if any) or be without prior notice to Seller. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses incurred or sustained by Seller as a result of such acts of Buyer, or Buyer’s agents or independent contractors pursuant to the right granted by this paragraph; provided Buyer’s liability and indemnification obligation shall not extend to any condition of the Property currently existing thereon or discovered by Buyer, Buyer’s agents or contractors.

(b) Due Diligence Information. Within three (3) days from the Effective Date, Seller shall provide to Buyer copies of any and all documents, contracts, reports, studies, maps, tax billings, as-built drawings, warranty information, copies of all service contracts relating to the Property (including landscaping and janitorial contracts), and other information in Seller’s possession relating to the Property including, without limitation, those certain Due Diligence items referenced on Exhibit C attached hereto and made a part hereof (collectively, the “Due Diligence Information”). In the event Buyer terminates this Agreement pursuant to paragraph 4(c) below, Buyer shall return to Seller all Due Diligence Information provided by Seller.

(c) Termination Notice. In the event that Buyer, in Buyer’s sole and exclusive discretion, is not satisfied for any reason, or for no reason, with the results of the Inspection, Buyer may, by written notice (the “Termination Notice”) delivered to Seller on or before the expiration of the Due Diligence Period, terminate this Agreement, which thereafter shall be of no force and effect without further action by the parties hereto. If Buyer terminates this Agreement by timely delivering the Termination Notice, the Earnest Money shall be returned to Buyer. In the event Buyer does not deliver such Termination Notice to Seller on or before the expiration of the Due Diligence Period, this transaction shall proceed to Closing without further notice from either party.

5. CONDITIONS PRECEDENT TO CLOSING. This Agreement, and the parties’ obligation to close the transaction contemplated herein, are subject to the following express conditions:

(a) Title. Title to the Property shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except the lien of taxes not yet due and payable, and the Permitted Exceptions.

Notwithstanding anything to the contrary that may be contained herein, each of the conditions precedent may be waived in writing by the party benefitted by such condition. The parties will have until the expiration of the applicable deadlines set forth in this Agreement (or if none are provided; until Closing) in which to satisfy or waive all conditions precedent to Closing. In the event of a failure of any other condition precedent set forth herein, then the party benefitted by the condition may declare this Agreement null and void, in which event the refundable Earnest Money shall be returned to Buyer, and the parties shall have no further obligations or liabilities hereunder.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. Seller hereby represents, warrants and covenants to Buyer that, to the best of Seller’s knowledge, as of the date of this Agreement and as of the Closing Date: (a) Seller is and shall be the owner of marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements, leases, tenancies, licenses, claims, options, options to purchase and any other matters affecting title, except, as of the date hereof, for the exceptions shown on the Title Commitment, and those liens of a definite and ascertainable amount that shall be removed at Closing, and there shall be no change in the ownership, operation or control of the Property from the date hereof to the Closing Date; (b) there are no condemnation or judicial proceedings, administrative actions or examinations, claims or demands of any type that have been instituted or are pending or threatened against Seller, the Property or any part thereof, and in the event Seller receives notice of any such proceeding, action, examination or demand, Seller shall promptly deliver a copy of such notice to Buyer; (c) there is legal access to the Property from adjoining private or public streets, highways, roads and ways, and the improvements are serviced by all utilities necessary for Buyer’s intended use of the Property including, without limitation, electric, telephone, drainage and other utility equipment and services required by ^{law or} _{DS} necessary

Docusign Envelope ID: 804ED548-6F8B-41D1-884D-99E97C8698E4

for the operation of the Property; and (d) Notwithstanding anything to the contrary in this Agreement, Seller represents and warrants to Buyer that Seller and Seller’s directors, officers, shareholders, employees, agents, licensees, invitees, and contractors have not used, produced, released, stored, transported, disposed of, generated, deposited any Hazardous Materials on the Property except in compliance with the applicable Environmental Laws. The term “Hazardous Materials” shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws. “Environmental Laws” shall collectively refer to shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), The Toxic Substances Control Act, the Clean Water Act 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended (“RCRA”), or any other similar federal, state or local law, rule or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER. Buyer hereby represents, warrants and covenants to Seller that as of the date of this Agreement and as of the Closing Date: (a) Buyer has the full power and authority to: (i) acquire title to the Property; (ii) enter into this Agreement; and (iii) carry out and consummate the transactions contemplated by this Agreement; (b) execution and delivery of this Agreement by the signatories hereto on behalf of Buyer, and the performance of this Agreement by Buyer, have been duly authorized by Buyer, and neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of or default under any agreement, document or instrument to which Buyer is a party or by which Buyer is bound; or (ii) violate any existing statute, restriction, order, writ, injunction or decree of any court, administrative agency or governmental body to which Buyer is subject; (c) there is no action, suit, proceeding, inquiry or investigation before any court, governmental agency or instrumentality pending or, to the actual knowledge of Buyer, threatened against Buyer wherein an unfavorable decision, ruling or finding would adversely affect Buyer’s ability to consummate the transactions contemplated by this Agreement; and (d) Buyer has or will have at Closing the financial resources to consummate the transactions contemplated by this Agreement.

8. CLOSING AND RELATED MATTERS. The closing of the transaction contemplated by this Agreement shall occur when Seller and Buyer deliver to the “Escrow Agent” their respective “Closing Deposits” set forth below (“Closing”). Closing shall take place at a time mutually agreed upon by the parties at the office of Escrow Agent within ten (10) days following expiration of the Due Diligence Period and any extension thereof (the “Closing Date”). Closing shall be through escrow, using form escrow instructions then in use by Escrow Agent, modified to reflect the terms and conditions of the transaction contemplated herein. The parties shall use their best efforts to have the Title Insurer commit to insure the title of Buyer upon receipt of all of Buyer’s and Seller’s deposits, and the title policy shall be issued as soon as reasonably practicable following Closing. This Agreement shall not be merged into any escrow agreement, and the escrow agreement shall always be deemed auxiliary to this Agreement. The provisions of this Agreement shall always be deemed controlling as between Seller and Buyer. The respective attorneys for Seller and Buyer are hereby authorized to enter into and execute such escrow agreement and any amendments thereto.

(a) Seller’s Closing Deposits. On or before the Closing Date, Seller shall deliver the following to Escrow Agent: (i) warranty deed executed by Seller conveying the Property to Buyer subject only to the Permitted Exceptions; (ii) assignment to Buyer of all of Seller’s right, title and interest in and to warranties relating to the Property; (iii) assignment to Buyer of all of Seller’s right, title and interest in and to any service contracts in effect at the date of this Agreement of which Buyer agrees to assume; provided nothing herein shall obligate Buyer to assume any such service contracts, in which event Seller shall terminate such contract(s) on or before Closing; (iv) bill of sale transferring to Buyer all of Seller’s right, title and interest in and to the Personality (if applicable); (v) Seller-approved Closing statement; and (vi) such other documents as the Title Insurer, Buyer or Buyer’s attorneys may reasonably require in order to effectuate or further evidence the intent of any provision in this Agreement. All of the documents and instruments to be delivered by Seller hereunder shall be in form and substance reasonably satisfactory to counsel for Buyer.

(b) Buyer’s Closing Deposits. On or before the Closing Date, Buyer shall deliver the following to Escrow Agent: (i) Buyer-approved Closing statement; (ii) cash or certified funds in an amount sufficient to meet Buyer’s obligations hereunder; and (iii) such other documents as the Title Insurer, Seller or Seller’s attorneys may reasonably require in order to effectuate or further evidence the intent of any provision in this Agreement. All of the documents and instruments to be delivered by Buyer hereunder shall be in form and substance reasonably satisfactory to counsel for Seller.

(c) Prorations and Adjustments. The following items shall be prorated and adjusted as of the Closing Date: (i) general real estate taxes and all other levies and charges against the Property for the year of Closing that are accrued but not yet due and payable, and such taxes shall be prorated on the basis of the most recent ascertainable tax bills; (ii) any and all unpaid installments of any assessment levied against the Property, including those that become due and payable after the Closing Date; (iii) all charges for utilities, including water charges, shall be paid by Seller to the Closing Date, and bills received after Closing that relate to expenses incurred or services performed allocable to the period prior to the date of Closing shall be paid by Seller next Closing as

DocuSign Envelope ID: 804ED548-6F8B-41D1-884D-99E97C8698E4

and when due; and (iv) such other items as are customarily prorated in transaction of the type contemplated in this Agreement. Buyer shall not be liable for any state, county, federal income, excise or sales tax liabilities of Seller.

(d) Closing Costs In addition to the foregoing, the parties agree to pay the following costs:

(i) Seller shall pay the premiums of standard owner’s title insurance, transfer or sales taxes, Seller recording fees, any costs required to cure title defects, and one-half (½) of the Escrow Agent’s fee.

(ii) Buyer shall pay premiums for extended title insurance, requested title endorsements and lender’s title insurance (if applicable), Buyer recording fees, and one-half (½) of the Escrow Agent’s fee.

(iii) Each party shall pay the fees of its attorneys, accountants and other professionals incurred in negotiating this Agreement, and closing the transaction contemplated by this Agreement

None of the costs to be paid by the parties in Sections 8(c) and 8(d) creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth above. Such costs may be required by the lender (if any), law, or other such circumstances.

(e) Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

(f) Tax-deferred Exchange. Notwithstanding any other provisions contained herein, either party may use the transaction contemplated herein to facilitate a tax-deferred exchange of real property under such terms and conditions that qualify as a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. The parties hereby agree to cooperate with each other fully in completing such tax-deferred exchange(s); provided, however that: (i) such tax-deferred exchange(s) creates no additional liability to the party not effecting such exchange; (ii) all costs of facilitating such tax-deferred exchange are paid by the party effecting the 1031 Exchange; and (iii) Closing of the transaction contemplated by this Agreement is not delayed due to such tax-deferred exchange.

9. DEFAULT AND REMEDIES.

(a) Default by Buyer. If Buyer should fail to consummate the transaction contemplated herein for any reason other than default by Seller, Seller’s sole remedies shall be retention of that portion of the Earnest Money paid by Buyer as of the date of default, and termination of this Agreement, in which neither party shall have any further obligation to the other except as expressly set forth in this Agreement. Seller shall make demand for the Earnest Money from the Escrow Agent, and Escrow Agent shall distribute the balance of the Earnest Money to Seller.

(b) Default by Seller. If Seller should fail to consummate the transaction contemplated herein for any reason other than default by Buyer, Buyer may elect any one or more of the following remedies: (i) to enforce specific performance of this Agreement; (ii) to bring a suit for damages for breach of this Agreement; (iii) to terminate this Agreement, whereupon Seller shall return all of the Earnest Money to Buyer and reimburse Buyer for Buyer’s out-of-pocket expenses incurred with respect to this transaction, including reasonable attorneys’ fees and inspection costs, and Seller shall pay cancellation fees for title insurance and escrow, and credit report fees; or (iv) pursue any and all remedies at law or equity.

10. BROKERAGE. The RESPONSIBLE BROKER in this transaction is Michael J. Ballantyne, Designated Broker for TOK Boise LLC, dba TOK Commercial.

Listing Broker:	TOK Boise LLC, dba TOK Commercial	Selling Broker:	TOK Boise LLC, dba TOK Commercial
Agent:	Lenny Nelson, Kekaula Kaniho	Agent:	Lenny Nelson
Address:	250 S. 5 th Street, 2 nd Floor Boise, ID 83702	Address:	250 S. 5 th Street, 2 nd Floor Boise, ID 83702
Phone:	(208) 947-0806; (208) 947-0853	Phone:	(208) 947-0806
Email:	lenny@tokcommercial.com kekaula@tokcommercial.com	Email:	lenny@tokcommercial.com

Except as expressly set forth above, the parties agree that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement, and each of the parties represents and warrants to the other that it has not incurred and will not incur any liability for finder’s or brokerage fees or commissions in connection with this Agreement. Buyer and Seller each agree to protect, defend, indemnify and hold harmless the other, their respective successors and assigns, fr^{DS} against

DocuSign Envelope ID: 804ED548-6F8B-41D1-884D-99E97C8698E4

any and all obligations, costs, expenses, and liabilities including, without limitation, all reasonable attorneys' fees and court costs, arising out of or relating to any claim for finder's or brokerage fees or commissions or other such compensation resulting from the dealings of Buyer and Seller in connection with the transaction completed by this Agreement.

11. REPRESENTATION CONFIRMATION. Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the Buyer and Seller, respectively:

Section 1:

- A. The brokerage working with the Buyer(s) is acting as an AGENT for Buyer(s).
- B. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.
- C. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s) and has an ASSIGNED AGENT acting solely on behalf of the Buyer(s).
- D. The brokerage working with the Buyer(s) is acting as a NONAGENT for Buyer(s).

Section 2:

- A. The brokerage working with Seller(s) is acting as an AGENT for Seller(s).
- B. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s), without an ASSIGNED AGENT.
- C. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s) and has an ASSIGNED AGENT acting solely on behalf of the Seller(s).
- D. The brokerage working with the Seller(s) is acting as a NONAGENT for Seller(s).

Each party signing this Agreement confirms that such party has received, read and understood the Agency Disclosure Brochure attached hereto as Exhibit D and made a part hereof, adopted or approved by the Idaho Real Estate Commission, and has consented to the relationship confirmed above. In addition, each party confirms that the Selling/Listing Broker's agency office policy was made available for inspection and review. Each party understands that such party is a "Customer," and is not represented by a brokerage unless there is a signed written agreement for agency representation.

CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY

In addition to the foregoing, the undersigned understand that the brokerage involved in this transaction may be providing agency representation to both Buyer and Seller. The undersigned each understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms or factors motivating the Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2085, Idaho Code. The undersigned each understands that a limited dual agent does not have duty of undivided loyalty to either client.

The undersigned further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

12. NOTICES. Any notice which a party is required or may desire to give the other under this Agreement shall be in writing and shall be sent by (i) personal delivery, (ii) mail, (iii) Federal Express or similar generally recognized overnight courier regularly providing proof of delivery, (iv) facsimile if given from a facsimile machine which provides confirmation of delivery and where such notice is concurrently given by another method permitted under this Agreement as a follow up notice, or (v) electronic mail (email) and where such notice is concurrently given by another method permitted under this Agreement as a follow up notice, and all such notices shall be addressed/transmitted to the party's addresses as listed below. Any notice so given shall be deemed to have been duly given, if by mail, three (3) days after deposit of the same in the U.S. mail, if by Federal Express or similar generally recognized overnight courier upon delivery or refusal of delivery thereof, if by personal delivery, upon delivery or refusal of delivery thereof, and if by facsimile or email upon confirmation of receipt thereof. Any party shall have the right to change the address for notice set forth in this section by notice given to the other party.

Docusign Envelope ID: 804ED548-6F8B-41D1-884D-99E97C8698E4

13. MISCELLANEOUS.

(a) Binding on Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. Buyer may assign its interest in and to this Agreement to an entity related to or affiliated with Buyer, or to a third party, with without Seller’s prior consent.

(b) Business Days; Time for Performance. A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the Property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday recognized by Section 73-108, Idaho Code, such time for performance shall be extended to the next business day, and any related deadlines shall be extended accordingly.

(c) Execution in Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. The parties expressly agree that the transactions contemplated by this Agreement may be conducted by electronic means. In furtherance of the foregoing, this Agreement may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.

(d) Survival. The terms, provisions, and covenants (to the extent applicable) and indemnities shall survive Closing and delivery of the warranty deed, and this Agreement shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

(e) Entire Agreement. This Agreement embodies the entire contract between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, between the parties. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification or amendment made or claimed by Seller or Buyer shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification or amendment is sought, and then only to the extent set forth in such instrument. Nothing herein is intended, nor shall it be construed, as obligating either party to agree to any modification if this Agreement.

(f) Severability. In the event any term or provisions of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Idaho, without regard to conflicts of laws principles.

(g) Time of Essence. All times provided for in this Agreement or in any other instrument or document referred to herein or contemplated hereby, for the performance of any act will be strictly construed, it being agreed that time is of the essence of this Agreement.

(h) Recitals and Exhibits. The recitals and exhibits attached to this Agreement are incorporated into this Agreement as if set forth in full herein.

(i) Attorneys’ Fees. If either party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys’ fees incurred by the other party shall be reimbursed to the other party upon demand. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party, including the same with respect to an appeal.

14. ACCEPTANCE. This offer is made subject to acceptance of Seller and Buyer on or before 5:00PM MST on November 19, 2024. In the event this offer is not accepted within the specified time frame, this offer shall become null and void.

[Signatures follow on next page.]

DocuSign Envelope ID: 804ED548-6F8B-41D1-884D-99E97C8698E4

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last signature date set forth below.

BUYER: Bryan Warnock, and/or Assigns

Signature:  _____ Date: 11/18/2024 | 1:40 PM PST

- Buyer currently holds an active Idaho real estate license.
 Buyer is related to agent.

Print Name: Bryan Warnock _____ Title: _____

Address: 6103 S Settlement Way _____ Phone: 208-869-8132

City, State, Zip Boise, ID 83706 _____ Email: warnock87@gmail.com

- Buyer's signature is subject to attached Counter Offer ____
 Buyer's signature is subject to attached Addendum ____

SELLER: Autobahn Performance LLC, a Wyoming limited liability company
By and through Krista L. Freitag, solely in her capacity as Receiver

Signature:  _____ Date: 11/19/2024

- Seller currently holds an active Idaho real estate license.
 Seller is related to agent.

Print Name: Krista L. Freitag _____ Title: Court Appointed Receiver

Address: 501 W. Broadway, Suite 290 _____ Phone: 619-567-7223

City, State, Zip: San Diego, CA 92101 _____ Email: kfreitag@ethreadvisors.com

- Seller's signature is subject to attached Counter Offer
 Seller's signature is subject to attached Addendum ____

List of Exhibits.

- Exhibit A – Legal Description of Property
Exhibit B – Due Diligence Information
Exhibit C – Agency Disclosure Brochure

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding to the offering party unless the offering party approves of said acceptance within three (3) business days by offering party initialing HERE (____)(____) Date _____. If offeror timely approves of the other party's late acceptance, an initialed copy of this page shall be immediately delivered to the other party.

Docusign Envelope ID: 804ED548-6F8B-41D1-884D-99E97C8698E4

EXHIBIT A

Legal Description of Property

Unit 101 in Building 3 as shown on the final plat of Summersweet Storage Condominiums, recorded in the real property records of Ada County, Idaho on September 27, 2019, as Instrument No. 2019-092713, in Book 117 of Plats at Pages 17694 through 17698, as the same may be amended or supplemented from time to time, and as defined in the Condominium Declaration for Summersweet Storage Condominiums, recorded in the real property records of Ada County, Idaho, on September 27, 2019, as Instrument No. 2019-092933, records of Ada County, Idaho, as the same may be amended or supplement from time to time.

Docusign Envelope ID: 804ED548-6F8B-41D1-884D-99E97C8698E4

EXHIBIT B

Due Diligence Materials

If Available and in Seller's Possession

FINANCIAL/OPERATING STATEMENTS

1. Financial Statements (P&L, Income Statement, Tax Schedule K-1) for the past 3 full years.
2. Capital expenditure records for the past 3 years.
3. List of all operating expenses for past 3 years (including, without limitation, insurance, maintenance costs, utilities, cleaning and janitorial services, landscaping, snow removal, and common area maintenance costs).
4. Copies of all utility bills for the past 24 months.
5. Current ad valorem tax bills and real property tax statements and assessments.
6. Maintenance/service contracts and agreements including contracts relating to ownership, operation, and maintenance of Property (including, without limitation, janitorial, laundry, pool, alarm systems, antennae/cable/satellite dishes, cleaning and janitorial services, extermination, security, elevator, landscaping, and snow removal contracts, etc.).
7. List of vendors, contractors, and utility companies with account numbers.
8. List of tangible personal property owned by Seller and used in connection with the ownership, operation, use, and maintenance of Property.
9. Current appraisal.
10. Copies of occupancy permits.
11. Copies of all owners' association documents (including meeting minutes, assessments, marketing, and promotional expenses) for past 3 years.
12. Copies of restrictive covenants applicable to the Property.

ARCHITECTURAL/SURVEY/REPORTS

13. Site plan.
14. Floor plans.
15. As-built drawings.
16. Governmental licenses, permits and approvals, and zoning ordinance and letter or restrictions affecting development of the Property.
17. Existing boundary and/or ALTA survey.
18. Existing title policy and underlying documents.
19. Statement of structural alterations made to Property.
20. Copies of all guaranties and warranties on the building, roofs, major repairs, etc.
21. Phase I environmental report.

EXHIBIT C

Agency Disclosure Brochure

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

Effective January 1, 2023

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Division of Occupational and Professional Licenses – Real Estate Commission
(208) 334-3285
rec.idaho.gov

DocuSign Envelope ID: 804ED548-6F8B-41D1-884D-99E97C8698E4

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: TOK Boise LLC dba TOK Commercial Phone: (208) 378-4600

RECEIPT ACKNOWLEDGED

Rev 01/01/2023

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure. ~~This document is not a contract, and signing it does not obligate you to anything.~~

Signature Bryan Warnock Date 11/18/2024 | 1:40 PM PST
DocuSigned by: 853CD64F54504BC
 Signature Krista Finlay Date 11/19/2024
DocuSigned by: 8A7980899CC0417

DocuSign Envelope ID: 0A5C6548-FB03-4C99-9360-6A43DE9D1601



COUNTER OFFER #1

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is a COUNTER OFFER #1, dated November 21, 2024, to the Real Estate Purchase Agreement (hereinafter the "Agreement"):

Agreement Dated: November 18, 2024
Property: 2158 E. Summersweet, Building 3, Unit 101, Boise, Idaho (Falcon Storage Condos)
Buyer: Bryan Warnock, and/or Assigns
Seller: Autobahn Performance LLC

BUYER accepts all of the terms and conditions in the Agreement and Addendum dated November 19, 2024, with the following changes or amendments:

- 1. The Purchase Price shall be Two Hundred and Five Thousand Dollars (\$205,000.00).

If original offer has expired, has been revoked and/or acceptance is late, then mutual execution of this Counter Offer shall constitute consent to revive and retender the original offer. To the extent the terms of this Counter Offer modify or conflict with any provisions of the Agreement, including all prior Amendments, Addendums, and Counter Offers, the terms in this Counter Offer shall control. All other terms and conditions of the Agreement including all prior Amendments and Addendums not modified by this Counter Offer shall remain the same. This agreement, upon its execution by both parties, is made an integral part of the Agreement.

The undersigned Seller reserves the right to withdraw this Counter Offer or accept any other offers at any time prior to them or their agent being in receipt of a true copy of signed acceptance of this counter offer. If a signed acceptance is not received on or before November 25, 2024, at 5:00 PM MT this Counter Offer shall be deemed to have expired and the Counter Offer shall be null and void.

Buyer: Bryan Warnock, and/or Assigns
By: [Signature: Bryan Warnock]
Name: Bryan Warnock
Its:
Date: 11/21/2024 | 4:42 PM PST
Seller: Autobahn Performance LLC
By: [Signature: Krista Freitag]
Name: Krista Freitag, solely in her capacity as Receiver
Its:
Date: 11/22/2024

DocuSign Envelope ID: AB21F6A3-F89C-4CBD-921E-1C28217241BC



FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS CONSULT YOUR ATTORNEY BEFORE SIGNING.

This First Amendment is made as of November 26, 2024 to the Purchase and Sale Agreement (hereinafter the "Agreement"):

Agreement Dated: November 18, 2024
Property: 2158 E. Summersweet, Building 3, Unit 101, Boise, Idaho (Falcon Storage Condos)
Buyer: Bryan Warnock, and/or Assigns
Seller: Autobahn Performance LLC

Seller and Buyer hereby acknowledge and agree to the following:

- 1. Per section 2(a) of this Agreement, Earnest Money shall be due on or before December 3, 2024.

To the extent the terms of this First Amendment modify or conflict with any provisions of the Agreement including all prior Amendments, Addendums, or Counter Offers, these terms shall control. All other terms and conditions of the Agreement not modified by this First Amendment shall remain the same. Upon its execution by both parties, this First Amendment is made an integral part of the Agreement.

If a signed acceptance is not received on or before November 27, 2024, at 5:00 PM MST, this First Amendment shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Buyer: Bryan Warnock, and/or Assigns
By: [Signature]
Name: Bryan Warnock
Date: 11/26/2024 | 9:57 AM PST

Seller: Autobahn Performance LLC
By: [Signature]
Name: Krista Freitag, solely in her capacity as Receiver
Date: December 3, 2024

Docusign Envelope ID: 475D98C0-81F4-4E37-A7E2-D0CE0EA047FC



**COMMERCIAL
SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT**

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING.
IF YOU HAVE ANY QUESTIONS CONSULT YOUR ATTORNEY BEFORE SIGNING.

This Second Amendment is made as of December 16, 2024 to the Purchase and Sale Agreement (hereinafter the "Agreement"):

Agreement Dated: November 18, 2024
Property: 2158 E. Summersweet, Building 3, Unit 101, Boise, Idaho (Falcon Storage Condos)
Buyer: Bryan Warnock, and/or Assigns (assigned to Moro LLC)
Seller: Autobahn Performance LLC

Seller and Buyer hereby acknowledge and agree to the following:

1. Per Section 4 of this Agreement, Buyer confirms that all contingencies are waived, and Buyer is prepared to proceed to Closing.
2. Per Section 9 of the Addendum to this Agreement, Buyer acknowledges that the Earnest Money shall be released to Seller as a condition precedent to Seller seeking court approval of the sale.
3. Closing is to occur within ten (10) days of the Court's approval. If the Court does not approve the sale by April 1, 2025, Buyer may withdraw their offer and receive the return of their deposit from the Seller.
4. Buyer name shall be assigned to Moro LLC, an Idaho limited liability company, with Bryan Warnock as Manager.

To the extent the terms of this Second Amendment modify or conflict with any provisions of the Agreement including all prior Amendments, Addendums, or Counter Offers, these terms shall control. All other terms and conditions of the Agreement not modified by this Second Amendment shall remain the same. Upon its execution by both parties, this Second Amendment is made an integral part of the Agreement.

If a signed acceptance is not received on or before December 20, 2024, at 5:00 PM MST, this Second Amendment shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

Buyer/
Assignor: Bryan Warnock, and/or Assigns
By: DocuSigned by:
Bryan Warnock
853CD64F5494BC...
Name: Bryan Warnock
Its: _____
Date: 12/19/2024 | 10:21 AM PST

Seller: Autobahn Performance LLC
By:
Name: Receiver
Its: Court Appointed Receiver
Date: 12/19/2024

Buyer/
Assignee: Moro LLC
By: DocuSigned by:
Bryan Warnock
853CD64F5494BC...
Name: Bryan Warnock, Manager
Date: 12/19/2024 | 10:21 AM PST

ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

THIS ADDENDUM ("ADDENDUM") CONTAINS IMPORTANT SELLER DISCLOSURES RELATING TO CHARACTERISTICS OF THE PROPERTY AND A WAIVER AND RELEASE BY BUYER OF KNOWN AND UNKNOWN CLAIMS AGAINST SELLER

This Addendum to that certain Real Estate Purchase Agreement dated November 18, 2024 ("Purchase Agreement") is made on November 19, 2024, by and between Autobahn Performance LLC, a Wyoming limited liability company ("Seller") by and through Krista Freitag ("Receiver"), solely in her capacity as Receiver in the case entitled SEC v Integrated National Resources, Inc., et. al. in the United States District Court for the Central District of California ("Court") case no. 8:23-cv-JWH-KESx ("Action") and Bryan Warnok ("Buyer"). Buyer and Seller shall sometimes herein be referred to as the "Parties."

The Parties agree as follows:

1. **Purchase Price.** The Purchase Price shall be Two Hundred and Ten Thousand Dollars (\$210,000).
2. **Definitions.** Capitalized terms in this Addendum shall have the same meaning as those terms are defined in the Purchase Agreement.
3. **Supersedes Purchase Agreement.** The terms of this Addendum shall supersede and control over inconsistent terms in the Purchase Agreement.
4. **Court Jurisdiction and Dispute Resolution.** The property is currently subject to a receivership ordered in the Action and is under the authority of the Court. Notwithstanding any other provision in this agreement, any disputes arising from or relating to this agreement will be governed by California law and heard in the Court in the Action.
5. **Broker's Commission.** Broker's commission is subject to Court approval and Broker agrees to accept as full compensation the amount approved and authorized to be paid by the Court. The Receiver will request authority from the Court to pay Broker the commission provided for in the Listing Agreement between Seller and broker. Broker shall inform any and all broker and agents of the buyer of the requirement of Court approval of the commission to be paid and obtain their written acknowledgement.
6. **AS IS Sale and Release.** Buyer and each party of Buyer acknowledges that the Property is being sold to Buyer "AS IS, WITH ALL FAULTS". Buyer and each party of Buyer understands and agree that neither Seller nor any Member of Seller has made or makes any representations or warranties, express or implied regarding the condition of the Property

and its fitness for Buyer's intended use or for any particular purpose. Buyer and each party of Buyer further understands that Buyer is required to investigate the condition of the Property as set forth in Section(s) 3 & 4 of the Purchase Agreement. Buyer and each party of Buyer further understands that on the Close of Escrow, Buyer shall assume the risk that Buyer's investigation of the Property may not have revealed all conditions of the Property. Buyer and Buyer's respective successors and assigns (collectively "Waiver Parties") hereby release Seller and its Members and representatives (collectively "Released Parties") from, and waive any and all liabilities, claims, demands and costs (including attorney's fees and expenses) of any and every kind or character, known or unknown, for, arising out of, or attributable to, any and all conditions of the Property, including, but not limited to any and all demands, losses, liabilities obligations, requirements or restrictions of every kind and nature, whether now known or unknown, whether foreseeable or unforeseeable, whether under any federal, state, or local law, and whether asserted or demanded by a third party against any of the Waiver Parties or incurred directly or indirectly by any of the Waiver Parties, that any of the Waiver Parties may now or hereafter have against any of the Released Parties (collectively "Claims"), and that arise in connection with or in any way relate to:

- i. the physical condition of the Property, the value of the Property or its suitability for Buyer's use or the accuracy or completeness of any information reviewed by Buyer in connection with Buyer's investigation of the Property and which may be relied on by Buyer in deciding to purchase the Property;

and

- ii. any acts, omissions, services or other conduct related to any of the foregoing items in "5(i)" above, and/or any condition, activity or other matter respecting the Property that is not addressed by 5(i) above.


This Release shall survive the Close of Escrow and the recording of the Deed conveying the Property from Seller to Buyer.

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, BUYER AND EACH PARTY OF BUYER HEREBY SPECIFICALLY WAIVES SECTION 1542 OF THE CALIFORNIA CIVIL CODE ("SECTION 1542"). SECTION 1542 PROVIDES;

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BUYER AND EACH PARTY OF BUYER ACKNOWLEDGES THAT THIS WAIVER AND RELEASE IS

VOLUNTARY AND IS MADE WITHOUT ANY DURESS OR UNDUE INFLUENCE AND IS GIVEN AS PART OF THE CONSIDERATION FOR THE PURCHASE AND SALE OF THE PROPERTY. BUYER AND EACH PARTY BUYER EXPRESSLY ACKNOWLEDGES THAT BUYER AND EACH PARTY OF BUYER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE WHICH BUYER AND EACH PARTY OF BUYER NOW BELIEVE TO BE TRUE WITH RESPECT TO THE RELEASE OF CLAIMS. BUYER AND EACH PARTY OF BUYER AGREES THAT THE FOREGOING RELEASE SHALL BE AND REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING SUCH DIFFERENT OR ADDITIONAL FACTS. BUYER AND EACH PARTY OF BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER AND EACH PARTY OF BUYER HAS CAREFULLY REVIEWED THIS RELEASE AND THAT THE PROVISIONS OF THIS SECTION 5 OF THIS ADDENDUM ARE A MATERIAL PART OF THE PURCHASE AGREEMENT.



Buyer 1
Initials

Buyer2
Initials

6. **Auction.** In connection with the receivership sale process approved by the Court, Receiver may be required to sell the Property pursuant to an overbid and auction process ("**Auction**"). Any such Auction shall be conducted by Receiver in accordance with the following sale procedures:

6.1. Overbids and Bid Increments. The minimum overbid shall be no less than Five Thousand Dollars (\$ 5,000.00) in excess of Buyer's current Purchase Price for the Property, as set forth in Section 1 of this Addendum. Only Qualified Bidders (as defined below) may make bids at the Auction. All bids are subject to overbids in increments of One Thousand Dollars (\$1,000.00). The Court may reject any and all bids following conclusion of the Auction.

6.2 Due Diligence Information. All prospective bidders ("**Prospective Bidders**") shall have had the opportunity to inspect the Property and any documentation relating thereto prior to the Auction. Prospective Bidders may also request access to information about the Property ("**Due Diligence Information**") and obtain a form purchase and sale agreement.

6.3 No Representations and Warranties for Due Diligence Information. Any Due Diligence Information provided to Buyer and/or Prospective Bidders is for informational purposes only and provided without any warranty, guaranty or representation by Receiver. All Prospective Bidders shall conduct their own independent investigation and analysis regarding the condition of the Property and its suitability for Prospective Bidders' intended use. Neither the Receiver, nor the Receiver's Broker has made any representations, express or implied, regarding the completeness or accuracy of the Due Diligence Information.

6.4 Qualified Bidders. To be determined a qualified bidder (the "**Qualified Bidder**"), one must: (i) provide a fully executed purchase and sale agreement for the Property in form substantially similar to the Purchase Agreement, including this Addendum ("**Qualified Bid PSA**"), acceptable to the Receiver; (ii) provide an earnest money deposit (the "**Bid Deposit**") by wire transfer or cashier's check in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) payable to the Receiver, which amount shall be non-refundable to the Qualified Bidder with the highest bid at the Auction (the "**High Bidder**") if for any reason (a) the High Bidder fails to finally close the purchase and sale such that title transfers by no later than the Close of Escrow or (b) the High Bidder fails to provide the balance of the purchase price to the Receiver one day prior to the Closing Date; and (iii) provide proof of funds in such form as shall be required by Receiver. Each Qualified Bidder must provide the Qualified Bid PSA and Bid Deposit to the Receiver no later than five (5) business days prior to the Auction. The Qualified Bidders shall appear at the Auction in person, or through a duly authorized representative. If there are multiple Qualified Bidders at the Auction, the Receiver shall obtain the Court's approval of the High Bidder and also the Qualified Bidder with the next highest bid at the Auction (the "**Backup Bidder**"). The Receiver shall retain the Backup Bidder's Bid Deposit until (x) the closing for the High Bidder occurs, in which event the Backup Bidder's Bid Deposit shall immediately be returned to the Backup Bidder, or (y) the closing for the High Bidder fails to occur, in which event the Backup Bidder's Bid Deposit shall be applied to the purchase price for the Backup Bidder's closing as set forth hereinbelow. If the High Bidder fails to close the purchase and sale of the Property, the Backup Bidder shall be deemed to be the High Bidder and the Receiver shall provide written notice thereof to the Backup Bidder. Within ten (10) days after the Backup Bidder's receipt of such notice from the Receiver, the closing for the Backup Bidder's purchase of the Property shall occur. Pursuant to the foregoing, if the initial High Bidder fails to close the purchase and sale of the Property and the Court has approved a Backup Bidder, the Receiver shall proceed to close with the Backup Bidder without any obligation to conduct another auction as a condition precedent to such closing. The High Bidder's Bid Deposit shall be applied to the purchase price at closing, if the sale is approved by the Court and the High Bidder closes the purchase and sale of the Property.

6.5 Consent to Court Jurisdiction and Waiver of Jury Trial. All Qualified Bidders appearing at the Auction shall have deemed to have consented to the Court's jurisdiction and waived any right to jury trial in connection with any disputes related to the Auction, or the closing of the sale. The Court shall be the exclusive forum for any such disputes.

6.6 Receiver's Right to Determine Conduct of Auction. The Receiver reserves the right to deny any person admittance to the Auction, to postpone or cancel the Auction, to withdraw the Property from the Auction, and to change any terms or procedures of the Auction or the particular conditions of sale, as necessary, upon notice to Buyer, and any Qualified Bidders, prior to or at the Auction, without further Court order.

6.7 No Contingencies for Qualified Bidder. The sale to any Qualified Bidder of the Property shall not be contingent upon the validity, effectiveness, and or binding nature of

the Qualified Bidder's offer, including without limitation, contingencies for financing, due diligence or inspection.

6.8 No Conditions Precedent for Qualified Bidder. The sale to any Qualified Bidder of the Property shall not be subject to any conditions precedent to the Qualified Bidder's obligation to timely consummate the sale transaction, and to pay the remainder of the purchase price.

6.9 Auction Confirmation Order. The only authorized condition subsequent to the Auction for the Qualified Bidder is entry of a Court order confirming the sale to the Qualified Bidder (the "**Auction Confirmation Order**").

6.10 Conditions to Consummation of Sale Transaction Prior to and Following Auction. The closing of any sale to a Qualified Bidder shall be subject to the following conditions: (i) Receiver's review and acceptance of the highest bid received from a Qualified Bidder, (ii) entry of the Auction Confirmation Order, (iii) receipt of full payment on or before the date which is three (3) business days after the date upon which the Court enters the Auction Confirmation Order such that the Property transfer can occur promptly thereafter, and (iv) prior to Auction, waiver and release of all claims against the Receiver. If any of these foregoing conditions are not satisfied, (a) the sale to the Qualified Bidder shall not be consummated, and (b) any obligations of the Receiver shall also be terminated, including any obligations under the Qualified Bid PSA.

6.11 Transfer of Title to Property Following Auction. Following the Auction, title to the Property shall be transferred by special warranty deed, "AS-IS", WITHOUT REPRESENTATIONS AND WARRANTIES, to the High Bidder.

6.12 Court Approval if No Qualified Bids are Received. In the event no Qualified Bids are provided to the Receiver, the Receiver will notify the Court that no Auction will take place and ask the District Court to approve the sale to Buyer pursuant to the Purchase Agreement, including this Addendum.

6.13 Termination of this Agreement. If Buyer is not the High Bidder at the Auction, the Deposit shall be returned to Buyer, but Buyer shall not be entitled to specifically enforce Seller's obligation to convey the Property, or recover any out of pocket costs, professional fees and costs, or other amounts.

7. NO LIABILITY TO RECEIVER. BUYER HEREBY ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

7.1 BUYER ACKNOWLEDGES AND AGREES THAT RECEIVER IS ENTERING INTO THIS AGREEMENT SOLELY IN CONNECTION WITH HER DUTIES AS RECEIVER. IN NO EVENT SHALL RECEIVER BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY RECEIVER, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCE WHATSOEVER, EXCEPT IF THE RESULT OF RECEIVER'S GROSS NEGLIGENCE OR INTENTIONAL

Docusign Envelope ID: 5E93EC2B-62BA-4890-B9CD-CA5839AA1A24

MISCONDUCT. RECEIVER SHALL NOT BE PERSONALLY LIABLE IN CONNECTION WITH ANY DUTIES PERFORMED BY RECEIVER IN CONNECTION WITH THE MATTERS SET FORTH IN THE AGREEMENT.

7.2 NO PROVISION OF THE AGREEMENT SHALL OPERATE TO PLACE ANY OBLIGATION OR LIABILITY FOR THE CONTROL, CARE, MANAGEMENT OR REPAIR OF THE PROPERTY UPON RECEIVER NOR SHALL IT OPERATE TO MAKE RECEIVER RESPONSIBLE OR LIABLE FOR ANY WASTE COMMITTED ON THE PROPERTY BY ANY PERSON OR FOR ANY DANGEROUS OR DEFECTIVE CONDITION OF THE PROPERTY OR FOR ANY NEGLIGENCE IN MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY PERSON.

- 8. **Closing after Court approval.** Closing to occur within 10 days of the Court’s Approval; however, this deadline may be extended at the sole discretion of the Receiver.
- 9. **Release of Deposit to Seller.** Concurrent with the Buyer’s release of Buyer’s contingencies (with the only contingency remaining then being Court approval), the buyer shall instruct escrow to release the Deposit to the Seller. The Deposit must be released to the Seller as a condition precedent to Seller seeking Court approval of the sale.

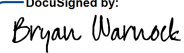
This Addendum to Real Estate Purchase Agreement is made on November 19, 2024.

SELLER
Autobahn Performance, LLC
A Wyoming limited liability company

By: 

Krista Freitag, solely in her capacity as Receiver

BUYER



Bryan Warnock

11/21/2024 | 4:42 PM PST

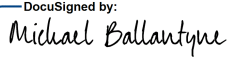
x Buyer’s signature subject to acceptance of attached Counter Offer #1.

LISTING BROKER
TOK Boise LLC
An Idaho limited liability company
DBA TOK Commercial

By: 

Lenny Nelson
Michael Ballantyne
Managing Partner
11/22/2024 | 6:54 AM PST

BUYER’S NON-AGENT BROKERAGE
TOK Boise LLC
An Idaho limited liability company
DBA TOK Commercial

By: 

Lenny Nelson
Michael Ballantyne
Managing Partner
11/22/2024 | 6:54 AM PST