

ADDENDUM to CA RPA to be submitted with purchase contract

DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE and INDEMNITIES.

A) BUYER WARRANTS, ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND, NATURE, OR TYPE WHATSOEVER, FROM OR ON BEHALF OF THE SELLER, BRAUNCO INC EXCEPT AS ARE EXPRESSLY CONTAINED IN THIS AGREEMENT.

B) BUYER ACKNOWLEDGES AND AGREES THAT SELLER, BRAUNCO INC HAVE NOT, DO NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY AS TO THE VALUE, PHYSICAL CONDITION, SQUARE FOOTAGE, ENVIRONMENTAL CONDITION (INCLUDING BUT NOT LIMITED TO WETLANDS, FLOOD PLAIN, LEAD BASE PAINT, RADON GAS, ASBESTOS), MINERAL RIGHTS, FISHING RIGHTS, ZONING, CONDITION OF THE PROPERTY, OPERABILITY, HABITABILITY, TENANTABILITY, SUITABILITY, MERCHANTABILITY, PROFITABILITY, FITNESS FOR PURPOSE, MARKETABILITY, PAST OR PRESENT COMPLIANCE WITH ANY RULES, REGULATIONS, COVENANTS OR RESTRICTIONS, DEVELOPMENT POTENTIAL OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY.

C) BUYER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN, AND WILL CONTINUE TO BE, BUYER'S RESPONSIBILITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AND DUE DILIGENCE AS BUYER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES THAT IT HAS EXECUTED THIS CONTRACT BASED SOLELY ON ITS OWN INDEPENDENT DUE DILIGENCE INVESTIGATIONS AND FINDINGS, AND NOT ON RELIANCE ON ANY INFORMATION PROVIDED BY SELLER, BRAUNCO INC OR THEIR RESPECTIVE AFFILIATES, AGENTS, OFFICERS, EMPLOYEES OR REPRESENTATIVES. BUYER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTION, PRO FORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF THE SELLER, BRAUNCO INC KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS CONTRACT AND WILL DEFEND, INDEMNIFY AND HOLD BRAUNCO INC SELLER HARMLESS (WITH COUNSEL REASONABLY ACCEPTABLE TO BRAUNCO INC) FROM ANY AND ALL CLAIMS WITH RESPECT TO ANY PROBLEMS OR ISSUES WITH THE PROPERTY OF ANY KIND OR NATURE.

D) WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING SUBPARAGRAPHS (A) THROUGH (D) AND SUBPARAGRAPH (F) AND SUBPARAGRAPH (G) BELOW, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES AND HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD, OR MAY IN THE FUTURE HAVE AGAINST THE SELLER,

BRAUNCO INC WITH RESPECT TO: THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT; BUYER'S ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER PERMITS OR LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY; THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY; THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON; THE COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR REQUIREMENTS; AND ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY OR THE USE AND OCCUPANCY OF THE PROPERTY.

E) BUYER FURTHER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD SELLER AND BRAUNCO INC HARMLESS FROM ANY CLAIMS OR CONTENTIONS THAT SELLER, BRAUNCO INC A LLC IN ANY WAY VIOLATED OR DID NOT COMPLY WITH THE AMERICANS WITH DISABILITIES ACT IN CONNECTION WITH THE SALE OR USE OF THE PROPERTY.

F) BUYER FURTHER AFFIRMATIVELY ACKNOWLEDGES AND AGREES THAT BRAUNCO INC HAS MADE NO REPRESENTATIONS OF ANY KIND TO BUYER INCLUDING, BUT NOT LIMITED TO, THE CONDITION, USE, OPERATION, HABITABILITY, ZONING, VALUE, SIZE, INCOME OR PROFITS, ENVIRONMENTAL CONDITION, RIGHTS, OR ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND BUYER AGREES THAT SHOULD ANY LAWSUIT BE FILED BY OR AGAINST BRAUNCO INC AND SELLER WITH RESPECT TO THE PROPERTY, BUYER SHALL DEFEND, INDEMNIFY, AND HOLD BRAUNCO INC AND SELLER HARMLESS FROM ANY CLAIMS, COSTS, EXPENSES, LIABILITIES, DAMAGES, ACTIONS, OR CAUSES OF ACTION INCLUDING PAYMENT OF ANY AND ALL ATTORNEY'S FEES AND COSTS INCURRED BY BRAUNCO INC AND SELLER IN ANY COURT, REFERENCE PROCEEDING, ARBITRATION, ADMINISTRATIVE HEARING, OR BANKRUPTCY PROCEEDING.

BUYER: _____

BUYER: _____

DATE: _____

SELLER: _____

DATE: _____