

"AS-IS" PROVISION

Addendum to Purchase Agreement for the property located at: 2715 Lyndale Avenue, Pomona, CA 91768. The property is owned by the Estate of Fumiyo Lewis. The Executor of the Estate, Raul Montiel, has not occupied the subject property and has no knowledge of its condition.

Buyer is aware that the Seller is informed and believes that the prior owner of the subject property died at the subject property by natural causes. Buyer expressly assumes all risks of any adverse conditions, including but not limited to economic, emotional or any other cost or expense, arising from or resulting from said death at the subject property.

Seller makes no representations or warranties, expressed or implied, with respect to the physical condition or any other aspect of the property, including without limitation the structural integrity of any improvements on the property, including conformity of the improvements to any plans or specifications for the property that may be provided to Buyer, the conformity of the property to applicable zoning or building code requirements, compliance with applicable permit requirements, the existence of soil stability, past soil repairs, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, or any other matter affecting the stability of the land or any buildings or improvements thereon.

Buyer hereby represents, covenants and warrants for the benefit of the Seller that Buyer has conducted (or has had the opportunity to conduct) all necessary studies, investigations, inspections, and obtained other information as Buyer deems necessary or advisable to determine the efficacy of the premises for the intended purposes prior to the execution of this agreement (or within the time period specified in said agreement), and Buyer is relying solely upon his, her or its own investigations and inspections of the property in entering into this agreement.

Buyer further acknowledges that any information, whether written or oral, or in the form of maps, surveys, plats, soil reports, engineering studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the property and the buildings and other improvements thereon, any and all records, rent rolls, leases, and other documents pertaining to the use and occupancy of the property, income thereof, the cost and expenses of maintenance thereof, and any and all matters concerning the conditions, suitability, integrity, marketability, compliance with law, or other attributes or aspects of the property and buildings and other improvements thereon, is furnished solely as a courtesy, and seller has neither verified the accuracy of the statements or other information therein contained nor the qualifications of the persons preparing such information and Buyers assume any and all liability no matter how arising from the reliance that Buyers place thereon in making the purchase contemplated hereby. Seller shall not be responsible for any misrepresentation, nondisclosure or failure to investigate the property or to discover or locate any defects thereon, latent or patent, on the part of the Seller or any real estate broker or sales agent, or any other agent employee, or any third party to Seller.

Buyer, by executing this Addendum, expressly acknowledges that this property is being sold "AS IS" without representation or warranty expressed or implied, and that the Buyer is completely at risk vis a vis Seller or any agent or employee of Seller with respect to all attributes and conditions of the property, including the land, and any improvements thereon and Buyer hereby expressly assumes all risk and liability for

damages arising therefrom. The purchase price agreed upon takes into consideration the Property's "AS IS" condition. In conjunction therewith, Buyer hereby waives, releases and relinquishes all claims, notions, causes of action and all obligations, liabilities and damages arising therefrom (including reasonable attorney's fees) against Seller no matter how arising from the consummation of the purchase.

These provisions supersede any other provisions (including escrow instructions) of the here to and shall survive the close of escrow.

SELLER

BUYER

Date:

Date:

Raul Montiel, Executor of the Estate of
Fumiyo Lewis

(Print name of Buyer)