ACCEPTANCE OF PROPERTY IN PRESENT CONDITION
"AS IS" DISCLOSURE AND RELEASE OF LIABILITY

This addendum is made a part of that Purchase Agreement and Joint Escrow Instructions

dated _____ **between** _____ ("Buyer") and

_____ ("Seller"), for the real property described as

_____

1) In further consideration of the price and terms of sale of the property, BUYER AGREES TO PURCHASE THE PROPERTY IN ITS PRESENT, "AS IS," CONDITION AND WITHOUT WARRANTY FROM SELLER.

2) Seller has disclosed all known facts, defects, conditions, circumstances relative to the property as required by law and has no knowledge of other factors which may affect the value or usability of the property, including a) its physical condition; b) external factors which affect its value or usability, and/or; c), its legal status, including but not limited to the possibility of building code violations, planning violations and/or zoning violations.

3) The sale price of the property has been established with the understanding that upon transfer of title the Buyer assumes full responsibility and liability for ALL DISCLOSED AND ALL UNKNOWN defects, conditions, circumstances or adverse factors of any kind. Notwithstanding any other provisions of the above-referenced purchase agreement, Seller shall have no obligation to repair, correct, abate, remove or rectify any defects, conditions, circumstances or other adverse factors associated with the property, EXCEPT as otherwise agreed in writing. Buyer holds Seller and Priority 1ST Realty, Inc./ dba American 1ST Realty and its agents harmless against all claims arising from disclosed and/or unknown defects, conditions, circumstances or other adverse factors associated with the property.

4) Accordingly, Buyer will order and pay for such inspections, investigations and reports as are deemed necessary to CONFIRM Seller disclosures and to DISCOVER unknown facts, defects, conditions circumstances and/or other adverse factors associated with the property so that the Buyer may determine the degree of RISK, LIABILITY AND EXPENSE to be assumed in taking title to the property. The purchase agreement is expressly CONTINGENT upon the Buyer's acceptance and approval of such inspections, investigations and reports, which must be conducted and approved within the time frame specified in the purchase agreement. This contingency shall be removed in accordance with the provisions of the purchase agreement and in the time frame specified. If, however, the Buyer signs final escrow instructions and closes the transaction without formal release of this contingency, such action shall conform Buyer's assumption of full responsibility and liability for all disclosed and all unknown defects, conditions, circumstances or adverse factors of any kind, and further conforms Buyer's agreement to hold Seller and agents harmless as provided in paragraph 3 above.

5) Given the risk and liability assumed under the terms of this agreement, the Buyer is advised to SEEK THE GUIDANCE OF LEGAL COUNSEL for a full understanding of the rights and obligations created herein.

_____ _____

Buyer Date Seller Date

_____ _____

Buyer Date Seller Date