

REGARDING SUBJECT PROPERTY (the "Property"): _____

Buyer: _____ ("Buyer")

Seller: _____ ("Seller")

Purchase Agreement dated _____, 20____ (the "Purchase Agreement")

Broker as used herein shall be and mean Mokha Real Estate Inc, including any and all Fictitious Business Names under which it may now or subsequently engage in business, its officers, directors, shareholders, and agents ("Broker"). This Addendum is made by Buyer for the benefit of both Broker and Seller **and** by Seller for the benefit of Broker.

A.) Information: Any and all information previously and subsequently provided verbally or in writing by Broker or Seller regarding the Property has been obtained from sources believed to be reliable. While Broker has no information or knowledge to contradict the accuracy thereof, except as otherwise disclosed in writing, Broker has not verified and makes no guarantee, warranty or representation as to its completeness, accuracy or truthfulness. Buyer is hereby advised to verify any and all information provided by Broker or Seller. Absent such investigation and/or verification, Buyer's reliance on any such information, assumptions, representation illustrations, or the condition of the Property shall be at Buyer's sole risk.

BUYER UNDERSTANDS THAT ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT OR ARE DIFFICULT TO LOCATE AND DISCOVER AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER HEREBY DISCLAIMS ANY KNOWLEDGE AS TO THE CONDITION OF THE PROPERTY, DOES NOT GUARANTEE OR WARRANT THE CONDITION OF THE PROPERTY, AND IN NO WAY ASSUMES RESPONSIBILITY FOR, SUCH CONDITION OR FOR ANY INVESTIGATIONS THEREOF.

Buyer acknowledges that Buyer is purchasing the Property solely in reliance on Buyer's own investigation, and that except as expressly set forth in writing, no representations or warranties of any kind whatsoever, express or implied, have been made by Broker.

B.) Performance of Property: Buyer hereby acknowledges that the past income or expense of the Property is no guarantee of future performance. Future performance of the Property is subject to unpredictable and variables such as deferred maintenance, management, capabilities, operational skills, market factors, and general economic conditions. **Broker does not represent or warrant, and hereby expressly disclaims any responsibility for the future operating income and expense and investment results of the Property.** Any projections, opinions, assumptions, brochures, maps, production records, well reports, crop reports, estimates or records of any kind used or provided by Broker or Seller are for illustrative purposes only and do not represent the current or future performance of the Property. In the course of Buyer conducting a due diligence inspection of the Property and its operational and investment potential, the prospective Buyer is strongly advised to consult with attorneys, financial advisors, Local, State, and Federal Governmental Agencies, tax professionals, and other expert consultants as may be necessary to accurately project the future performance of the Property and its suitability for Buyers intended use.

C.) Codes, Permits, and Hazardous Materials: Both Broker and Seller hereby expressly disclaim any knowledge of and **do not warrant or represent the conformance of the Property** to any Local, State, or Federal building codes, zoning, and/or use ordinances, or whether improvements were constructed with proper permits. Broker has no knowledge of and makes no warranty or representation regarding Buyer's ability to occupy or use the Property for Buyer's intended purpose. Buyer is advised to investigate the Property with applicable local, State and Federal governmental agencies, hydrologists, geologists, meteorologists, surveyors, architects, contractors, property inspectors and other expert consultants as Buyer deems necessary to verify the condition of the Property, its conformance with all applicable laws and regulations, the existence or non-existence of any required permits, zoning, other restrictions or conditions regarding allowable uses on the Property and whether or not the Property is suitable for Buyer's intended use.

Buyer acknowledges that various materials utilized in the use of the Property or the construction of improvements on the Property may contain materials that are or may in the future be determined to be hazardous and require special treatment, handling and/or removal from the Property. For example, some electrical transformers and other electrical components can contain polychlorinated biphenyls ("PCB's"), and asbestos has in the past been used in a wide variety of building components such as fire-proofing, heating and cooling equipment, air duct insulation, acoustical tiles, spray-on acoustical materials, linoleum, floor tiles, plaster and underground tanks. The Property and improvements thereon may or may not contain PCB's, asbestos, metals, minerals, chemicals, hydrocarbons, biological or radioactive materials, toxic wastes, molds, fungus, fuels, disposal sites, insecticides, pesticides, herbicides, fertilizers, soil additives, methane, chemicals or other undesirable or dangerous substances, hereinafter ("Contaminants"). Contaminants may exist anywhere in or on the Property as well as in a below or above ground container. Contaminants and/or containers may not be visually noticeable or easily accessible. **Broker has no expertise or ability with respect to the detection or identification of Contaminants and hereby expressly disclaims any and all knowledge regarding such detection, identification or the existence of same including any residual effects created by Contaminants that may or may not become apparent in the future. Buyer is hereby advised to obtain independent professional inspections and assessments of the Property to determine whether or not there are existing Contaminants or residues present on or in the Property.** Except as may be specifically set forth in writing in the Purchase Agreement or subsequent addenda, **Broker has no knowledge of and has not made any representations, either expressed or implied, regarding the existence or non-existence on or in the Property, Contaminants or storage tanks of any kind. Buyer does hereby forever release and agree to hold Broker harmless from any and all losses, costs, expenses, damages or claims Buyer or any third party may now, or in the future, incur or have as a result of, or in any way associated with existence on or in the Property of Contaminants.**

D.) Property Size and Boundaries: All Maps provided by Seller or Broker are for **general location purposes only**. They are not to scale and may not accurately depict the Property. Broker has no accurate knowledge of and has made no warranty or representation regarding the location or existence, if any, of the Property's lot corners, or the size, acreage or dimensions, boundaries, contours

Buyers Initials (____) (____) Sellers Initials (____) (____)

of the Property, or potential drainage and flooding of the Property. Broker has only represented the general location of the Property, which has been obtained from public records. Buyer is strongly advised to contact a licensed surveyor or engineer to determine the exact boundaries of the Property and to seek independent counsel as to the effect of any easements or other encroachments which may or may not benefit or burden the Property. Features such as fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true boundaries of the Property. The Property boundaries may be accurately verified only by survey. **Broker hereby expressly disclaims any knowledge of the Property's boundaries, size, or acreage. Broker shall not be liable or responsible for any subsequent change, modification, adjustment, or reduction in the size, acreage, boundary, or configuration of the Property either before or after close of escrow.**

E.) Water Issues: Buyer is hereby notified that any rights the Property or current owner may have to receive Local, State, or Federal surface water, together with any rights to pump heretofore unmanaged or unregulated ground water may be subject to major changes subsequent to close of escrow. Such changes could affect the amount of water available, the eligibility of Buyer or the Property to obtain such water, or the cost at which it may be able to obtain such water, if any. **Broker has made no representation or warranty and expressly disclaims any knowledge as to the existence or non-existence of any water rights or the class or priority thereof, if any, nor of the future performance of any water district or supplier including any annual or other assessments associated therewith, the quality, potability, or quantity of any water source on, beneath, in any way associated with or otherwise available to the Property, and Buyer hereby acknowledges that they have not relied, and shall not rely on any statement or oral expression made by Broker regarding any such water issues. The Buyer is advised to independently investigate every matter regarding water and water law as it affects the Property during any applicable contingency or due diligence period.**

California has enacted groundwater management legislation in the form of the Sustainable Groundwater Management Act ("SGMA"). All California groundwater basins and sub-basins are affected by SGMA. Each basin and sub-basin will be managed by one or more local Groundwater Management Agencies ("GMA"). Each GMA is required to adopt a Groundwater Management Plan ("GMP") which are intended to address and rectify groundwater over-drafting. Buyer is advised that the Property may be located in one or more groundwater basin or sub-basin that are subject to one or more GMPs. As a result and depending on the terms and provisions of the GMP, extraction of groundwater may be severely curtailed, restricted, measured or prohibited. In addition, costs and fees may be imposed on the extraction of groundwater if it is permitted. These rules and charges may be applicable regardless of the Property's history of groundwater production. The Buyer is strongly encouraged to investigate the applicability of SGMA to the Property by consulting the State Water Resources Board and all applicable GMAs to determine if there is a GMP in effect or planned that will affect the Property and if so, what are its terms and provisions and impact on the Buyer's intended use for the Property. **Broker has not made, does not make and hereby disclaims any and all representations or warranties concerning the Property's location in any groundwater basin or sub-basin, whether it is affected by SGMA or one or more GMPs or the existence, accessibility, quantity, quality or cost of any groundwater relating to the Property.**

F.) Required Modifications and Improvements: The Property may not conform to and extensive modifications or improvements to the Property may be required in order to conform with the requirements of the Americans with Disabilities Act ("ADA"). State and local laws also may mandate physical property modifications or improvements. Broker has not provided information or advised as to what, if any, modifications or improvements may or may not be required. Buyer is hereby advised to consult qualified design professionals of their choice for information regarding these matters. Buyer hereby acknowledges that Broker has made no representation, warranty, statement or oral or communication regarding the Property's ability to comply with requirements of either any governmental agency or the ADA.

G.) Due Diligence: Buyer shall, within any applicable due diligence or contingency period set forth in the Purchase Agreement, completely and thoroughly inspect the Property and all conditions and entitlements referenced herein. In the event the value of this transaction depends on tax, financial, legal or other factors, they should be independently evaluated by Buyer's tax, financial and legal advisors prior to close of escrow. Buyer's closing of this transaction **shall constitute Buyer's representation and warranty that Buyer has completely and thoroughly inspected the Property, has completed all water, soil, environmental, hazardous waste, and other testing and investigations as Buyer in Buyer's sole discretion deems necessary or advisable, has investigated all conditions, services, entitlements or restrictions to the Property, including any on or off the Property, and based on such inspection and testing, is satisfied with and accepts the Property in its current condition, together with all conditions, services, entitlements, and restrictions, without recourse of any kind to Seller or Broker.**

H.) Selection Of Service Providers: Where services are to be performed on or referencing the Property prior to close of this transaction, and where Broker has referred to Buyer or Seller, any contractor, inspector, report provider, title company, lender, professional vendor, insurance agent, or supplier of any goods or services of any kind, ("Provider"), it is hereby agreed that:

Broker has made no representation, warranty, or guarantee regarding, and expressly disclaims any knowledge of: 1) the qualifications, license status, financial solvency, reliability, or performance of the Provider; 2) the quality of the Providers' service, work, or the quality of goods, services, inspections or reports provided by Provider; 3) the existence of appropriate insurance coverage of the Provider.

Broker hereby advises Buyer and Seller to employ, engage, or allow to be employed or engaged, only such Provider as they have verified to be qualified, licensed, insured, and, when appropriate, bonded to perform the work in question.

I.) Additional Disclaimers: OTHER THAN AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT OR ADDENDA THERETO, BROKER HAS MADE NO REPRESENTATION OR WARRANTY REGARDING, EXPRESSLY DISCLAIMS ANY KNOWLEDGE OF, AND DOES NOT GUARANTEE ANY OF THE FOLLOWING:

(1) The performance, or lack of performance, of either Buyer or Seller of their respective obligations as set forth in the Purchase Agreement or other agreements, contracts or escrow.

(2) The accuracy, completeness or ability of the Purchase Agreement or escrow instructions to meet Buyer's or Seller's intended objectives.

(3) The market value of the Property.

(4) The proper transfer of title to, or the condition of, any personal property included in the transaction, if any.

(5) The soil conditions of the Property, including without limitation, surface texture, permeability, compaction, stability, subsidence, slippage, sliding, grading, fill, depth of soil to bedrock, slope, erosion characteristics, shrink-swell characteristics, nutrient and pH characteristics, drainage, quality of soil, the location of the Property in a flood zone, or the existence, if any, of landfills.

Buyers Initials () () Sellers Initials () ()

(6) The ability of Buyer to obtain any subdivision, annexations, zoning, or other governmental entitlements or Buyers ability to use the Property for the Buyer's intended purpose.

(7) The existence or non-existence of any bond, assessment, or other taxes, liens or encumbrances on the Property.

(8) Past, present, or proposed laws, ordinances, referendums, environmental, state, or federal restrictions, including, but not limited to, any wildlife or wetlands restrictions or reservations, initiatives, votes, applications, permits or zoning affecting the current use or future development of the Property.

(9) The availability or location of public utilities and other services to the Property, including but not limited to, sewage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable television or internet service, and drainage.

(10) The geologic/seismic conditions or natural hazards located on, under, or near the Property. Whether or not the Property is located within a Flood Hazard Area, Flood Inundation Areas, Fire Hazard Severity Zones, Wildland Areas (Section 4125 of State Public Resource Code), State Responsibility Fire Areas, Earthquake Fault Zones, Seismic Hazard Zones, Flood Way or other Hazardous Zones. Seller shall make a written disclosure to Buyer and Broker of the existence of any of the following of which the Seller has actual knowledge of any district, boundary or property condition designated by any governmental agency as one requiring either a disclosure to prospective purchaser or imposing any special condition, restriction, tax, fee, assessment, mandatory insurance or other requirement necessary to allow construction on or the full use or development of the Property.

(11) Seller's failure to disclose any material fact or defect, whether Seller did or did not have knowledge of same.

(12) The condition of title of the Property, including without limitation the presence or absence of easements (benefiting or burdening the Property), or the presence of any liens or other monetary encumbrances affecting the Property.

(13) Broker has made no representation or warranty regarding, and hereby expressly disclaims, any knowledge of the inclusion of the Property in, or subjection of the Property to, any specific tax district, assessment area, special tax bond or tax deferral status, including, but not limited to, status within the California "Williamson Act". In the event the Property is subject to reduced taxes because of inclusion in the "Williamson Act", Buyer acknowledges that they may not be able to secure building permits for further improvements or construction. Buyer acknowledges that any change of use or further improvement of the property may result in their incurring substantial tax penalties and/or assessments. For further information, Buyer and Seller are advised to seek independent legal counsel and visit www.conservation.ca.gov.

(14) The usability of the Property, or the inclusion or non-inclusion of the Property in any wetlands, wildlife, or other restrictive land-use categories.

(15) _____

J.) Release: Buyer and Seller do hereby forever release, remise, relinquish, waive and discharge any and all claims, causes of action, legal proceedings, demands, actual damages, punitive damages, losses, costs, remedies, liabilities, interest, set offs, attorney's fees and expense of whatever kind and nature, in law or equity, known or unknown, that any of them has ever had, now has or hereafter can or may have, acquire or possess against Broker, **(i) arising out of or in any way connected directly with the information, agreements, statements, conditions, disclaimers, disclosures, and all other matters set forth in paragraphs A through I herein, and (ii) arising out of the engagement or employment of any Provider(s), the work, inspections, reports, goods or services provided by any such Providers, including any damage such Providers may cause to the Property or the personal property of Buyer or Seller, any liabilities such Providers may incur on behalf of Buyer or Seller, or any error or omission that such Providers may make, and also including any costs or amounts such Provider may bill or charge for their work, goods, or services.**

It is the intent of Buyer and Seller to acquire and grant the broadest possible release of all claims against Broker, whether known or unknown. Therefore, the undersigned hereby expressly waive the provisions and benefits of section 1542 of the California Civil Code which provides as follows:

"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/Payor."

Buyer and Seller hereby respectively agree to assume the risk of any and all unknown, unanticipated or misunderstood defenses, claims, causes of action, contracts, liabilities, indebtedness or obligations which are hereby released in favor of Broker and both release and waive all rights and benefits that they might otherwise have had under the aforementioned Section 1542 of the California Civil Code with regard to the release of such unknown, unanticipated or misunderstood claims, causes of action, liabilities, indebtedness and obligations.

Neither Buyer nor Seller, nor any of their officers, directors, shareholders, employees or agents, shall institute or prosecute (or except to the extent required by law, in any way aid or assist in or cooperate with the institution or prosecution of) any action, suit, hearing or other proceeding of any kind, nature or character at law or in equity against Broker or any of its officers, directors, members, employees or agents in order to collect, enforce, declare, assert, establish or otherwise raise, in any defense, claim, cause of action, contract, obligation, undertaking, liability, or indebtedness which is within the scope of the release contained in this Paragraph J, or which arises out of any defense, contract, claim, cause of action, liability, indebtedness which is released hereunder. This Addendum shall constitute a complete defense to any claim, defense, cause of action, contract, liability, indebtedness or obligation released hereunder. Nothing in this Addendum shall be construed (or shall be admissible in any legal action or proceeding as) any admission of Broker or any of its partners, employees or agents that any defense, indebtedness, obligation, liability, claim or cause of action exists which is within the scope of those released within this Paragraph J. The foregoing release shall survive the Close of Escrow and the transfer of title to Buyer.

Buyers Initials () () Sellers Initials () ()

K.) Survival Agreement and Signatures: The, agreements, obligations, representations, releases, requirements, and covenants of Buyer and Seller herein, shall, for the benefit of Broker, survive the Close of Escrow. In the event this agreement is not executed by both Buyer and Seller, or for any other reason does not become part of the final contract between the parties, then it is hereby agreed that it shall nevertheless be a binding agreement as between Broker and any and all parties who do become signatories hereto. The undersigned have read, understand, and agree to the contents hereof.

L.) Representations and Advice: The undersigned parties hereby acknowledge and warrant that they have read and understand the provisions hereof and further **acknowledge that they have not received or relied upon any information, representation or warranties, statements or verbal representations by Broker which are not set forth in writing in the Purchase Agreement. Buyer and Seller each hereby acknowledge and agree that they have not received or relied upon any legal advice tax advice or opinions provided by Broker, including, without limitation, the legal sufficiency completeness or effect or obligations set forth of the Purchase Agreement or any subsequent addendums thereto.**

M.) TAX AND 1031 EXCHANGE DISCLOSURE: Broker has not, will not, and is not qualified to provide Seller or Buyer with any advice or information, written or oral, regarding laws, regulations, legal, tax or exchange matters. Buyer and Seller are hereby advised to contact their own legal counsel or other qualified professionals for such information prior to entering into any contract or agreement to Buy, Sell or exchange this or any other real property. Buyer and Seller hereby represent and acknowledge that they have not obtained, nor shall they obtain or rely on, any such information secured from Broker.

By their signature hereto, Buyer and Seller hereby agree that in addition to release granted herein, any and all other claims or causes of action against Broker arising out of or as a result of the Purchase Contract or any Addendum thereof, or based on any breach of fiduciary obligations or duties of Broker, including but not limited to claims based on negligence or actual or constructive fraud, may not be commenced except within two (2) years after the cause of action shall have accrued. **Buyer and Seller hereby acknowledge and agree that this provision establishes a shorter limitation period than those periods provided by California statute, and that this 2 year period shall be deemed fair, sufficient and not a violation of any principal of public policy.**

“Buyer”	“Seller”
Date	Date
Buyer	Seller
Buyer	Seller

“Broker”
Mokha Real Estate
(DRE#02189441)

By: _____
Name: _____
Its: _____

Date