AS-IS, WHERE-IS ADDENDUM

348 Parkview Dr, Darien

This addendum is incorporated in and made part of the offer to purchase the Property located at _____ _____, in the _____ of_____, Wisconsin, entered into between _____ ("Seller," whether one or more) and _____("Buyer," whether one or more).

CJA Holdings LLC

The Property is being sold "as-is, where-is" without any warranty or representation as to the condition or fitness of any portion of the Property, except any warranty or representation made by Seller to Buyer in writing, provided, however, that Seller makes no representation or warranty regarding any written report, survey, analysis or any other document that Seller delivers to Buyer that was created by a person or entity other than Seller Buyer waives the right to receive a condition report and rescission rights pursuant to Wis. Stat. § 709.08. No covenant shall be implied that any improvement to the Property was performed in a workmanlike manner or was reasonably adequate to equip the Property for Buyer's use or occupancy, and Buyer waives all rights and claims under Wis. Stat. § 706.10(7). Closing of the sale and payment of the purchase price by Buyer shall constitute acceptance of the condition of the Property in "as-is, where-is" condition, including but not limited to the condition of any work done to the Property before closing, with no recourse to Seller or Seller's agents regarding the condition of the Property, any alleged or actual defects, or any statements made by Seller concerning the Property, provided, however, that Buyer shall have the right to receive an assignment of any cause of action arising from defective construction work that Seller may have against any contractor, subcontractor, material supplier, design professional, or other person or entity who performs work or provides materials to make improvements to the Property before closing (collectively, "Construction Workers"). Notwithstanding the foregoing, Buyer shall not have a right to be assigned any cause of action that Seller may have against any Construction Workers for personal injury suffered by Seller or Seller's agent(s).

Buyer expressly waives any tort claim Buyer may have now or in the future against Seller arising out of or relating to the sale of the Property, including but not limited to claims involving the physical condition of the Property or statements made by Seller. If any party institutes any legal suit, action, or proceeding against the other party to enforce this Agreement arising out of or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims, and Seller is the prevailing party in the action or proceeding, then Seller is entitled to receive, and Buyer shall pay, in addition to all other remedies to which Seller may be entitled, the costs and expenses incurred by Seller in conducting or defending the suit, action, or proceeding, including actual attorneys' fees and expenses, court costs and other expenses, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

Buyer shall rely on Buyer's own due diligence to assess the merchantability of title per the evidence of title delivered by Seller to Buyer. Buyer warrants and represents that in assessing the condition and fitness of the Property, Buyer has not and will not rely on any statement made by Seller about the condition of the Property. Seller is exonerated from honoring any third-party warranty.

Buyer:

_____

Signature ▲ Print Name ► Date▲

Seller:

_____

Signature ▲ Print Name ► Date▲

This instrument was drafted by: Attorney Taylor Rens, State Bar No.: 1098258