



“AS-IS” ADDENDUM

The following terms and conditions are hereby incorporated in and made a part of the San Francisco Purchase Agreement, or [] Counter Offer No. _____, or [] other _____ dated _____ for the Property known as 30 Sheridan St, San Francisco, CA 94103-3821 between Jacob Peck Brent Webster (“Buyer”) and Jonathan Browning, Marco Heithaus (“Seller”).

1. Buyer is buying the Property in its present or existing “AS-IS” condition:

- A. Buyer takes the Property in the condition visible to or observable by Buyer, and Seller is relieved of liability for defects in that condition unknown to Seller.
B. Seller is not relieved of the obligation to disclose to Buyer all material facts concerning the value or desirability of the Property known to Seller, including in connection with complying with any federal, state or local law requirements related to the sale of the Property, such as those regarding the Transfer Disclosure Statement (TDS).
C. Seller must not misrepresent any facts concerning the value or desirability of the Property.
D. Seller has no obligation to undertake any independent inspection or investigation of the Property and will not do so.
E. The printed form of San Francisco Purchase Agreement contains provisions creating broad rights for Buyer to conduct inspections of the Property, including at its paragraph 12A, unless Buyer waives such rights.
F. Waiver of the contractual inspection right will preclude Buyer from entering upon the Property but does not limit Buyer's legal right to otherwise investigate the Property, such as by permit history or other public records search.
G. Buyer acknowledges and agrees Buyer is relying and will rely solely upon any and all written disclosures made by Seller and Brokers/Agents, Buyer's independent investigation of the Property, and any and all inspections conducted by Buyer and Buyer's own experts.
H. Seller makes no implied warranty as to the quality of any construction or renovation at the Property performed, directly or indirectly, by Seller or contractors hired by Seller.
I. Seller will not agree to any requests for credits or reductions in the Purchase Price regarding any matter that may be revealed by Buyer's independent inspection or investigation of the Property, or otherwise learned by Buyer.
J. In the event of any conflict between the provisions of this Addendum, and those of the Contract, the provisions of this Addendum shall govern and control.

2. California law requires all sellers disclose fully and honestly all material facts they actually know relating to the value or desirability of the Property. However, what may be perceived as “material” may vary from person to person. Therefore, by signing this Addendum, Buyer acknowledges and agrees that:

- A. The Property and its components, appliances, fixtures, systems and materials have varying degrees of remaining useful lives or may have no useful life at all.



- B. Not all components, fixtures or improvements on the Property may comply with current planning and building codes, zoning or setback requirements and/or may not have been legally permitted.
- C. Square footage and lot dimensions, if given, are approximations only and Buyer should not rely on those sizes.
- D. Lot lines cannot be reliably determined by existing fences, landscaping, retaining walls, or other visual barriers.
- E. Neighborhood nuisance issues (including noise) can be subjective, depending on varying personal sensitivities.
- F. Future or ongoing construction at surrounding properties can obstruct view corridors.

Buyer is urged to conduct inspections or investigations utilizing appropriate professionals/experts other than Brokers/Agents, as well as consulting with governmental agencies. No independent inspection or investigation of the above issues will be conducted by Seller and/or Brokers/Agents unless agreed in writing.

- 3. If Buyer chooses not to have any particular type of inspection or does not adequately investigate all or any part of the condition of the Property, Buyer agrees that it shall be conclusively presumed that the Buyer has waived all claims against Seller and Brokers/Agents to the fullest extent allowed by law with respect to any and all issues or matters which would have been discovered by conducting such inspections/investigations.
- 4. Civil Code §2079.5 provides that Buyer has **“the duty to exercise reasonable care to protect himself or herself, including those facts which are known to or within the diligent attention and observation of the buyer or prospective buyer.”**

ADVISORY TO BUYER: This Addendum is intended to limit your legal rights as provided above. Brokers/Agents recommend you do not sign this Addendum if you are simultaneously waiving any rights of inspection in the Purchase Agreement because without the ability to conduct such inspections you are at risk of being unable to adequately investigate the condition of the Property.

BUYER SHOULD NOT SIGN THIS ADVISORY WITHOUT FIRST CONSULTING WITH BUYER'S OWN QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY.

DocuSigned by: Buyer Jacob Peck Date 4/26/2022 Buyer Brent Webster Date 4/26/2022
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ADVISORY TO SELLER: This Addendum has no effect upon a Seller's duty under California Law to fully and completely disclose all material facts relating to the value or desirability of the Property. This Addendum will not relieve a Seller from liability for failing to disclose such information or from misrepresenting any material facts.

SELLERS WHO ARE CONCERNED WITH THE LEGAL SUFFICIENCY OF THEIR DISCLOSURES SHOULD CONSULT WITH THEIR OWN QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY.

DocuSigned by: Seller Jonathan Browning Date 4/22/2022 Seller Marco Heithaus Date 4/23/2022
Jonathan Browning Marco Heithaus

BROKERS/AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.