

ADDENDUM

This Addendum is attached to a Purchase and Sale Agreement between Mitchell Congregation of Jehovah's Witnesses ("Seller") and _____ ("Purchaser") for property located at 6264 Sand Pit Rd, Bedford, IN 47421 ("Property").

The parties agree to the following terms and conditions:

1. **"As Is" Sale:**

- a. Purchaser agrees to take title to the Property **"AS IS"** with **"ALL FAULTS,"** that is, in the physical nature, condition, and state of repair that exists as of the date of the execution of this Addendum and the Purchase and Sale Agreement to which it is attached.
- b. Purchaser acknowledges that Seller has made no representation or warranty, express or implied, as to the Property or the improvements thereon or as to value, condition, state of maintenance or repair, fitness for use, access, availability of utilities, capacity for development, or compliance with law including but not limited to building codes, safety codes, zoning laws and ordinances, and environmental laws (collectively, the "Property Condition"). Specifically, Purchaser acknowledges that Seller makes no representation or warranty as to whether the Property contains asbestos or any other harmful or toxic substances. To the extent that Seller gives or has given to the Purchaser any information from, or copy of, any inspection, engineering, or environmental report concerning asbestos or any other harmful or toxic substances, Purchaser acknowledges that Seller makes no representation or warranty with respect to the accuracy, completeness, methodology, preparation, or any other aspect of the content of any such report.
- c. Purchaser acknowledges that it has not relied upon, and agrees that Seller is not liable for, and is not bound in any manner by, any oral or written statements, representations, or information furnished to Purchaser or its agents or representatives by any real estate broker or agent, or any title insurer or abstractor with respect to the Property.
- d. Purchaser hereby **waives, exonerates, and releases** Seller and its members, officers, directors, representatives, and agents from any and all claims, demands, liabilities, obligations, and causes of action which Purchaser might otherwise have in connection with the Property Condition. Purchaser understands that the facts with respect to the Property Condition may hereafter turn out to be different from the facts now known or believed by Purchaser to be true, and Purchaser expressly assumes the risk of the facts turning out to be different, and agrees that this release will be effective and not subject to termination or rescission by reason of any such difference in facts. This provision shall survive Closing or termination of the Purchase Contract to which this Addendum is attached.
- e. Purchaser **waives, exonerates, and releases** Seller from any and all present or future claims arising from or relating to the presence or alleged presence of asbestos or any other harmful or toxic substances in, on, under, or about the Property including, without limitation, any claim under or on account of any federal, state or local law, ordinance, rule or regulation, now or hereafter in effect. This provision shall survive Closing or termination of the Purchase Contract to which this Addendum is attached.

- f. Purchaser acknowledges that, pursuant to this Agreement, Purchaser is being afforded the opportunity to inspect the Property and any and all legal records or files concerning the Property, either personally or through consultants selected by Purchaser. Purchaser agrees to conduct such inspections, and to retain such consultants as are necessary or appropriate in order to furnish Purchaser with an understanding of the condition and status of the Property. Purchaser represents that it will rely solely upon the results of such inspections with respect to the Property Condition. Purchaser assumes the risk that the Property Condition is different from what was revealed to Purchaser as a result of its inspections. Purchaser agrees that, if Purchaser fails to conduct any such inspections, Purchaser will nonetheless be deemed to have knowledge of any defects in the condition or status of the Property which would have been discovered if such inspections had been conducted.
 - g. Purchaser acknowledges that this Addendum and the allocation of risk related to Property Condition effected by this Addendum were a material factor in the negotiation of the purchase price for the Property, and that the purchase price is less than it would have been if Seller had undertaken liability for representations and warranties related to the Property.
2. **Conflicts**: In the event of any inconsistency or conflict between the terms and provisions of this Addendum and those contained in the Purchase Contract to which this Addendum is attached, the terms and provisions of this Addendum shall govern and be binding. Further, in the event of any inconsistency or conflict between the terms and provisions of this Addendum and those contained in any other addenda attached to the Purchase Contract to which this Addendum is attached, the terms and provisions of this Addendum shall govern and be binding.
3. **No Merger**: The terms and provisions stated in this Addendum will remain enforceable and survive the Closing date.
4. **Force Majeure**: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by a force majeure event. A "Force Majeure Event" is any of the following events: natural disasters (including hurricanes, tornados, floods, earthquakes, and extreme weather), riots, wars (declared or not), terrorist acts, acts of God, epidemics, pandemics (including the novel coronavirus Covid-19 pandemic and its variants which is ongoing as of the date of the execution of this Agreement), national or regional public health emergencies, quarantines, civil unrest or commotions, breakdown of communication facilities, breakdown of web hosts, breakdown of internet service providers, governmental acts or omissions (including government-imposed lockdowns), changes in laws, regulations or orders, national strikes, fires, explosions, and generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include: (i) financial distress or the inability of either Party to make a profit or avoid a financial loss; (ii) changes in market prices or conditions; or (iii) a Party's financial inability to perform its obligations under this Agreement. Either party shall give the other party notice within five (5) business days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue, which period shall not be greater than a) thirty (30) days from the commencement of the Force Majeure Event or the cessation of the Force Majeure Event, whichever shall first occur or b) a period mutually agreed upon in writing by all parties to this Agreement. Should the Force Majeure Event last in excess of thirty (30) days from the commencement of the Force Majeure Event or the period mutually agreed

upon in writing by the parties, the Contract will become null and void, in which case any earnest money will be returned to the Buyer, unless terms of the Contract specify otherwise. If a listed Force Majeure event has taken place and the event also falls under the 'Casualty' and/or 'Condemnation' clauses provided in this addendum, the event will be governed and superseded by terms within the 'Casualty' and/or 'Condemnation' clauses.

5. **Special Warranty Deed.** Purchaser acknowledges that Seller shall convey title by Special Warranty Deed or its equivalent.
6. **Casualty:** If, prior to the Closing, the Property or improvements are damaged or destroyed by a casualty loss (a "Casualty Loss") and the cost of restoring such damaged or destroyed Property or improvements to a condition reasonably comparable to its prior conditions, (the "Casualty Cost") is less than or equal to 10% of the purchase price, Seller shall elect, by notice to Purchaser provided within fifteen (15) days of the applicable Casualty Loss, to either (i) reduce the amount of the Purchase Price by the estimated restoration cost (as estimated by a qualified firm mutually selected by Purchaser and Seller promptly after the date of the event giving rise to the Casualty Loss) or (ii) restore such damaged or destroyed Property or improvements at Seller's expense prior to Closing to a condition reasonably comparable to its condition prior to such Casualty Loss, and in either event such Casualty Loss shall not affect the Closing except to extend the closing date, if necessary, to accommodate the restoration work. If the aggregate Casualty Cost associated with all Casualty Losses is greater than 10% of the purchase price, then the parties may either a) mutually agree in writing to the terms of (i) or (ii) or b) Seller or Purchaser may unilaterally terminate the purchase and sale agreement upon written notice to the other party, in which event Purchaser shall receive back any deposit (and any interest accrued thereon) and Seller and Purchaser shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder, except for those that survive the termination of the purchase and sale agreement or this Addendum.
7. **Condemnation:** If between the date of the purchase and sale agreement and the Closing date, all or any part of the Property is (or there is a notice of a taking) by eminent domain in a condemnation or other proceeding, Seller shall promptly notify Purchaser in writing and, if such proceeding results in the taking of more than ten percent (10%) of the square footage of the Property, or reasonable access to the Property or improvements or any material portion thereof is restricted or eliminated, Purchaser shall have the option to terminate the purchase and sale agreement and upon such an election, it shall be deemed terminated and of no further force and effect and any deposit shall be returned to Purchaser, whereupon neither party shall have any further liability to the other hereunder. Purchaser shall make such election within ten (10) days after notice from Seller that Seller has received a notice of such proceeding. If Purchaser does not elect to terminate the purchase and sale agreement, then it shall continue in force and Seller will deliver or assign to Purchaser at Closing all condemnation proceeds due to Seller.

Seller: _____
Mitchell Congregation of Jehovah's Witnesses

Date: _____

Purchaser: _____

Date: _____