

A. AS-IS, WHERE IS. NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT SELLER IS SELLING THE PROPERTY AS IS WHERE IS AND SELLER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE LIMITED WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OR ACCESS, INGRESS OR EGRESS, PROPERTY VALUE, OPERATING HISTORY, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY.

B. Notwithstanding anything in the Listing Agreement to the contrary, Broker understands and agrees that Seller is an institutional owner of the Property, and any disclosures made herein are based solely on the actual knowledge of Seller, without any further duty of inquiry required by Seller.

C. Seller shall convey the Property by Special or Limited Warranty Deed.

*Brandon Schewe*

02 / 08 / 2024

*Robert Johnson (Authorized Signer)*

02 / 09 / 2024