DISCLAIMER & ACKNOWLEDGEMENTS

The information provided in the Property Information Package ("PIP") is being provided solely as an accommodation to prospective Buyers. The PIP materials have been obtained from a variety of third-party sources, and have not been verified, and no guarantee, warranty, or representation, either express or implied is made with respect thereto.

THE PROPERTY WILL BE SOLD "AS IS", WHERE IS, WITH ALL FAULTS.

With regard to the Property, neither the Seller, BHHS, Fox Roach Realtors (BHHS, FOX ROACH), nor their associates has made, does make, or will make and each hereby disclaims any representation or warranty, whether express, implied or statutory, whether oral or written, with respect to the Property, including, without limitation:

(a) The accuracy or completeness of any PIP materials and other information furnished by Seller, BHHS, Fox Roach or their associates;
(b) The value of the Property or the price at which any successful Buyer might resell the Property (regardless of any reserve minimum bid price, or prior listing price set for the Property);
(c) The value, physical condition, good repair, condition of title, habitability, tenantability, suitability, merchantability, development potential, or fitness for a particular use or purpose of the Property, or of any furniture, fixtures, equipment, appliances, or other personal property, if any, located at or on the Property;
(d) The area, shape, size, configuration, location, capacity, square footage, acreage, dimensions, or zoning of the Property;
(e) The soil condition, topography, geology or drainage of the Property;
(f) The existence of any flood plain, floodway, flood hazard area, special studies zone, seismic safety zone, or geological fault affecting the Property;
(g) Any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, covenant, or restriction benefiting, burdening, or otherwise affecting the Property;
(h) The availability of utilities to the Property or the access to the Property by public road or otherwise;
(i) The nature or quality of any materials, labor, workmanship, construction, design, engineering, or composition of any improvements affixed to the Property;
(j) The environmental condition (including, without limitation, the presence or absence of any asbestos, lead-based paint, or any hazardous substance) affecting the Property;
(k) Any law, statue, regulation, rule, ordinance, decree, or court order (including, without limitation, any zoning law or ordinance) affecting the Property;
(l) The existence, validity, enforceability, assignability, or assumability of any franchise agreement, operating agreements, or similar agreements, or any licenses for the service of food or alcoholic beverages affecting the property of operation of the prospective Property;

Buyer's Acknowledgement: By submitting its offer and executing the Agreement of Sale, the Buyer acknowledges the following:

(1) Neither the Seller , BHHS, Fox Roach, nor their associates, has made, does make, or will make any representation or warranty of any kind whatsoever, whether implied, express, or statutory, whether oral of written, regarding the Property; and the Seller, BHHS, Fox Roach, and their associates have disclaimed any and all such representation and warranties; and the Prospective Buyer is not relying upon any such representation or warranty;
(2) Property may contain defects unknown to Seller;
(3) Regardless of a provision in any tenant lease regarding a security deposit, the Seller may not be in possession or receipt of any such security deposit, due to the nature of the Seller's acquisition of the Property;
(4) Prospective Buyer bears the sole responsibility to inspect the property, review the Due Diligence materials, and all other information disclosed by the Seller, BHHS, Fox Roach, or their associates; and
(5) Prospective Buyer assumes all risks concerning the development and resale of the property and the proceeds and cost of any such resale.