

ADDENDUM TO SELLER'S DISCLOSURE OF "AS-IS" CONDITION

Seller's Disclosure

- (1) As a material part of the consideration for this Agreement, Buyer agrees that Buyer, to the maximum extent permitted by law, is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Seller that the Property is fit for a particular purpose from the date of closing therefrom. Buyer acknowledges and understand that it may, but is not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period.
- (2) Buyer acknowledges that Buyer is not relying upon any representation, statement, or other assertion with respect to the Property condition, but is relying upon its examination of the property and not on any information provided or to be provided by seller and at the closing agrees to accept the property and waive all objections or claims against seller (including, but not limited to, any right or claim of contribution) arising from or related to the property or to the presence of any hazardous materials in, on, or under the property. Buyer further acknowledges and agrees that any information provided or to be provided by seller or seller's agent with respect to the property was obtained from a variety of sources and that seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, or other person.
- (3) Buyer takes the Property under the express understanding there are no past, present, or future oral or written express or implied warranties (except for limited warranties of title set forth in the closing documents), promises, covenants, agreements or guaranties of any kind or character whatsoever, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology thereof, (b) the income to be derived from the property or the tax consequences of owning same, (c) the suitability of the property for any and all activities and uses which buyer may conduct thereon, (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, or profitability of the property, (f) the manner or quality of the construction or materials, if any, incorporated into the property, (g) the quality, state of repair or lack of repair of the property, or (h) any other matter with respect to the property. Specifically, seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use, zoning or development of regional impact laws, rules, regulations, orders or requirements, including the existence in, on, or under the property of hazardous materials, pollutants, or toxic substances.
- (4) To the extent that the sale of the property includes the sale of any incidental or related personal property, seller also disclaims any and all warranties or representations, express or implied, concerning the condition thereof including, but not limited to all warranties of merchantability or fitness for a particular purpose. Upon closing, buyer shall assume the risk that adverse matters, including but not limited to, adverse physical and environmental conditions, may not have been revealed by buyer's inspections and investigations.

- (5) Provisions of this Addendum shall survive the Closing.
- (6) Where there is a conflict of terms, this Addendum shall control. Except as specifically modified hereby, all of the provisions of the Contract which are not in conflict with the terms of this Addendum shall remain in full force and effect.
- (7) If any provision of this Agreement is declared by a court of competent jurisdiction or federal or state statute to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
- (8) The Contract, including this Addendum, may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single agreement and the execution of one counterpart by any party shall have the same force and effect as if such party had signed all other counterparts.
- (9) The Contract, including this Addendum, may be transmitted between the parties by facsimile machine. The parties intend that facsimile signatures constitute original signatures and be binding on the parties.

Buyer's Acknowledgment (initial)

Buyer Initials:_____

Buyer has reviewed this **ADDENDUM TO SELLER'S DISCLOSURE STATEMENT** and the **SELLER'S DISCLOSURE STATEMENT** and understands and agrees to the information presented above.

BUYER:

Date

SELLER:

09/24/2026

Date

<i>Jessica Davie, Trust Officer</i>	dotloop verified 09/24/26 10:05 AM CDT QEDP-LJAZ-TI9L-VYMW
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Members Trust Company, FSB, Executor of the
Patricia Ann Farrant Estate
By Jessica Davie, Trust Officer