

# **DISCLAIMER NOTICE TO BUYER**

## **PLEASE READ CAREFULLY!**

Upon delivery of any information to any prospective buyer regarding any real property offered for sale (“Property”), by owner of such Property (“Seller”) and/or Korek Land Company, Inc. on behalf of Seller (“Broker”), buyer hereby acknowledges, consents and agrees, as follows:

1. A binding agreement to buy and sell any Property can only be made by Seller’s execution of a formal Purchase and Sale Agreement (“Agreement”). Until such Agreement is executed by Seller, Seller reserves the right, without any prior notice, to change the “asking price,” any other proposed terms of sale, or to withdraw the Property from the market. Seller’s listing with Broker is not an offer to sell the Property. Seller is not bound to accept any offer including a full price offer.
2. Any and all information obtained by Broker and provided to any prospective buyer was obtained from sources believed to be reliable; however, neither Seller nor Broker makes any representations or warranties, express or implied, that any such information provided is complete or accurate. Broker and Seller have not independently verified the information provided and have not made and do not make any representations or warranties, either expressed or implied as to the validity, accuracy or completeness of the provided materials. Prospective buyers are required, as a condition of purchasing the Property, to rely solely upon their own independent analysis, investigation and due diligence in making any decisions to purchase the Property. Prospective buyers shall not rely on any information provided by Seller or by Broker in making any such decision.
3. Any buyer shall pursue its own independent investigations and perform its own “due diligence” inquiries, investigations and studies regarding all aspects of the Property, including but not limited to suitability for such buyers’ purposes, underwriting criteria and values, zoning, entitlements, size, boundaries, encroachments, easements, condition of title, soils and geological conditions, toxic and hazardous materials conditions (see State of California GeoTracker web site), existing laws, ordinances, codes and other applicable governmental regulations that presently impacts and affects the Property, and any pending or possible future revisions thereto. Prospective buyers are advised to retain and consult with their own attorneys, accountants, experts and consultants for such purposes.
4. The Seller makes only those representations and warranties, expressed or implied, as expressly set forth in a fully executed Agreement for the Property. No salesperson, broker or other person has any authority whatsoever to make any representations, warranties or agreements, express or implied, for Seller or Broker. If any salesperson, broker or other person has made, or makes in the future, orally or in writing, any representation, warranty of agreement different from or in addition to those expressly set forth in such Agreement, each and all such representations, warranties or agreements are unauthorized and shall be void and of no force or effect.
5. Broker represents Seller exclusively, unless expressly provided otherwise in writing.

### **KOREK LAND COMPANY, INC.**

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