

## EXHIBIT B

**1. PROPERTY CONDITION:** BUYER ACKNOWLEDGES THAT BUYER HAS (OR BUYER'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USES, AND THE SOIL CONDITIONS OF THE PROPERTY), AND BUYER ACKNOWLEDGES THAT BUYER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION OF THIS CONTRACT AND THE PURCHASE, BUYER HEREBY AGREES TO ACCEPT THE PROPERTY ON THE CLOSING DATE IN ITS "AS-IS, WHERE IS" CONDITION, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THE SPECIAL WARRANTY DEED DATED ON THE CLOSING DATE. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, THE SALE OF THE PROPERTY CONTEMPLATED HEREBY IS WITHOUT ANY WARRANTY, AND SELLER AND SELLER'S AGENTS, AND ATTORNEYS HAVE MADE NO, AND SPECIFICALLY AND EXPRESSLY DISCLAIM, AND BUYER ACCEPTS THAT SELLER AND SELLER'S AGENTS AND ATTORNEYS HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED), OF OR RELATING TO THE PROPERTY. BUYER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE PROPERTY OR THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. IN CONSUMMATING THE PURCHASE OF THE PROPERTY, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE BY SELLER OR SELLER'S AGENTS OR ATTORNEYS, AND IS RELYING SOLELY UPON BUYER'S OR ITS REPRESENTATIVE'S OWN PHYSICAL INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT ANY CONDITION AT THE PROPERTY WHICH BUYER DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THE CLOSING DATE SHALL BE AT BUYER'S SOLE EXPENSE. BUYER EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW (INCLUDING BUT NOT LIMITED TO COMMON LAW, WHETHER SOUNDING IN CONTRACT OR TORT) THAT BUYER MIGHT OTHERWISE HAVE AGAINST SELLER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND SHALL BE INCORPORATED INTO THE SPECIAL WARRANTY DEED TO BE EXECUTED AND DELIVERED TO BUYER AT CLOSING.

**2. SELLER'S RECORDS.** Within ten (10) days of the effective date, Seller shall provide to Buyer copies of all surveys, plats, reports, studies, licenses, permits, and other similar items in Seller's possession which pertain to the Property.

**3. BUYER'S FEASIBILITY STUDIES.** Buyer and Buyer's agents and contractors may enter onto the Property at any reasonable time during the pendency of this contract to conduct such studies and investigations as Buyer deems appropriate in Buyer's evaluation of the Property.