

AS-IS

Except to the extent of the limited warranty of title as to the acts of Seller provided herein, the Property is hereby conveyed "as is, where is", with all faults, and without any warranties, express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability. Purchaser acknowledges that Purchaser accepts the Property without any representation, warranty or guaranty, express or implied, oral or written, past, present or future, with respect to any condition of the Property, the fitness of the Property for any particular purpose or the habitability of the Property, including, without limitation: (a) the condition or state of repair of the Property, including, without limitation, any condition arising in substances (which includes all substances listed as such by applicable law, all pollutants or asbestos and naturally-occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the Property; (b) the quality, nature, adequacy, and physical condition of the Property, including but not limited to, the structural elements, environmental issues, appurtenances, or access; (c) the quality, nature, adequacy and physical condition of soils and geology or the existence of ground water; or (d) the development potential of the Property, its habitability, merchantability, or the fitness, suitability or adequacy of Property for any particular purpose; Purchaser hereby acknowledges and declares reliance solely on its own examination, inspection and evaluation of the Property, and not on any warranties or representation, whether express or implied or written or oral, from Seller. Purchaser shall have absolutely no right or cause of action against Seller, whether in tort, contract, quasi-contract or otherwise, to assert in any controversy or litigation any claim or demand arising from the sale or purchase of, or in any way related to or in connection with, the Property unless Purchaser had no knowledge of such condition prior to the sale and Seller had actual knowledge of such condition prior to sale and, knowingly, and in bad faith, failed to disclose such condition to Purchaser prior to the execution of this act by Seller. Purchaser hereby expressly waives and renounces, any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq., the warranty imposed by Louisiana Civil Code Article 2475 (except with respect to the limited warranty of title as to the acts of Seller provided herein), and its ability to rescind the sale of the Property or seek a reduction in the purchase price for any reason whatsoever, and Purchaser hereby releases Seller from any and all liability whatsoever in connection therewith. All implied warranties with respect to the Property, including those related to fitness for a particular purpose, are hereby disclaimed by Seller and will be disclaimed by Seller in any controversy, claim, demand, or litigation arising from or in connection with the Property.

BUYER:

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DATE \_\_\_\_\_