

**RIGHT OF ENTRY AGREEMENT  
AND  
RELEASE AND WAIVER OF LIABILITY**

**EACH AND EVERY PERSON ENTERING THE PROPERTY IN CONNECTION WITH A PRE-AUCTION INSPECTION OF THE PROPERTY, MUST SIGN AND ACCEPT THE TERMS OF THIS AGREEMENT PRIOR TO ENTERING THE PROPERTY**

In consideration of being granted the right to access and inspect the property located at

\_\_\_\_\_ 2702 Central Avenue, Estherville IA 51334 (Emmet County) \_\_\_\_\_

[Street address, City and State] (the "Property") and which is the subject of an auction to be conducted by Auction Management Corporation, 1827 Powers Ferry Road, Building 5, Atlanta, GA 30339 and its licensed broker(s) (the "Auction Company"), and in consideration of my voluntary decision to enter the Property, I agree and warrant as follows:

1. I hereby assume all risk of accidents, personal injury, death and property loss or damage sustained or incurred as a result of my presence at the Property (including, but not limited to, during my participation in any site tours), including those caused as a result of negligence on the part of the Released Parties (as defined below).
2. I further agree to release, discharge, waive, indemnify and hold harmless from and against all liabilities, actions, causes of actions, suits, damages, losses, judgments, claims and demands whatsoever, in law or in equity, including legal fees and disbursements, which I, any company or business entity that I represent, or my heirs, executors, administrators, legal representatives, successors, or assigns may now or hereafter have against any of the entities listed on the attached Schedule A, for any personal injury, death or property damage (the "Released Parties").
3. I acknowledge that it is my sole responsibility to evaluate carefully the risks inherent in visiting the Property and that I have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of myself and/or by others.
4. I acknowledge and agree that I shall not conduct any invasive tests or inspections on the Property, and shall bear full responsibility, including costs and expenses, to repair any damage to the Property as a result of my entry upon the Property.
5. I agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.
6. I agree that I will follow all the instructions specified by any onsite managers, or representatives or agents of the Auction Company or Seller while on the Property.

**By signing this Right of Entry Agreement and Release and Waiver of Liability ("Release"), I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the Released Parties. The undersigned represents and warrants that he/she is at least 18 years of age, and voluntarily agrees to all of the terms of this Release.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Source

## **Schedule A**

Spirit SPE Portfolio 2006-3, LLC, Spirit Master Funding, LLC, Spirit Master Funding III, LLC, Spirit Master Funding IV, LLC, Spirit Master Funding V, LLC, Spirit Master Funding VII, LLC, Spirit SPE HG 2015-1, LLC, Spirit AS Breton Ridge TX, LLC, Spirit SPE Manager, LLC, Spirit Realty Capital, Inc., and each of its respective affiliates, lenders, lessors, contractors, sub-contractors, and all principals, members, partners, shareholders, officers, directors, employees, agents and representatives of the foregoing.