

PURCHASE AND SALE AGREEMENT

1. **Parties:** This document represents an agreement made on the effective date at the end of this document by and between **COBA, INC.**, having a principal place of business at c/o TD Bank, NA, P.O. Box 9540, Portland, ME 04112 (hereinafter referred to as “**Seller**”), and _____ of _____ (hereinafter referred to as “**Buyer**”).
2. **Property:** A certain parcel or parcels of land with the buildings thereon situated at _____, _____ County, PA _____, tax no. _____, being the same parcel conveyed to Seller by deed dated _____, 20____, and recorded on _____, 20____, with the _____ County Recorder of Deeds in Book _____, Page _____, Instrument No. _____ (hereinafter the “**Property**”).

BUYER IS AWARE THAT SELLER ACQUIRED THE PROPERTY BY WAY OF FORECLOSURE AND A SHERIFF’S SALE AND THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY IN ITS “EXISTING CONDITION” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.

3. **Closing:** The closing shall take place no more than 30 days following Seller’s Execution of this Agreement.
4. **Purchase Price:** The agreed purchase price for the property is _____ DOLLARS (\$ _____ .00) (the “**Purchase Price**”), as follows:
- (a) Buyer must pay a deposit of ten percent (10%) of the Purchase Price) at the time this Agreement is signed (the “**Deposit**”), to be held in escrow by TRANZON ALDERFER.
 - (b) Unless otherwise stated above, the named escrow agent must receive the full amount of the deposit in good funds within 24 hours following Seller’s execution of this Agreement. In the event Buyer does not pay the deposit as stated in the preceding sentence, this Agreement is void and has no further effect.
 - (c) The Deposit is nonrefundable except as provided in paragraphs 5 and 6 below. The remaining balance at the time of the closing is to be paid by certified or bank cashier’s check or as Seller may direct. Seller shall retain any and all interest on the Deposit.
5. **Deed / Title:** The Property shall be conveyed to Buyer by Quitclaim Deed. Seller agrees to convey sufficient title to allow Buyer to have issued an owner’s and/or lender’s title policy, with standard and creditor’s rights exceptions included, free and clear of any other encumbrances except (a) easements of any description or source, (b) building restrictions, (c) similar matters described in Seller’s deed, or (d) impairments, impediments, barriers, obstacles, easements, or encroachments otherwise of record or visible upon the ground. Should Buyer notify Seller no later than three (3) days from receipt of owner’s title commitment that record title to the Property is unmarketable for any reason other than set forth above, then Seller shall have two options: (a) to cure such title defect in a reasonable time and the closing date shall be extended accordingly or (b) to return the Deposit to Buyer and cancel this Agreement, unless Seller has received Buyer’s written request to purchase the Property, subject to such uninsurability or defect, for the full Purchase Price, in which case the closing date shall be within ten (10) days of the Seller’s receipt of such written request. Buyer will be responsible for the cost of any survey Buyer or Buyer’s title company might require.

6. **Real Estate, Transfer Taxes, and Other Closing Costs:** Any and all unpaid real estate taxes, assessments, and/or sewer user fees shall be prorated at closing. Transfer taxes shall be split between both parties. Seller will be responsible for cost of preparing Seller's Deed. Buyer will be responsible for all other closing costs.
7. **Risk of Loss:** The risk of loss or damage to the Property by fire or otherwise until the closing is assumed by Seller; *provided*, however, that Seller undertakes no duty to maintain or preserve any personal property or contents at the Property, and the entire risk of loss regarding such personal property and contents prior to settlement is strictly and only on Buyer, no matter the cause and no matter the degree or type of damage to such personal property.
8. **Possession:** Buyer shall be entitled to possession only at closing. The Property may be occupied by third parties at the time of closing, and the Property is sold subject to any claims such third parties may have to continue in possession. Seller makes no representations or promises regarding the rights of such occupants or Buyer's ability to retain or eject the occupants.
9. **Disclaimers:**
 - (a) NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE MADE WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS CONDITION OR ANY USE TO WHICH IT MAY BE PUT. BUYER ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD ON AN "AS IS," "WHERE IS," "WITH ALL DEFECTS" BASIS. ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF HABITABILITY, MERCHANTABILITY, MARKETABILITY, AND FITNESS FOR ANY PURPOSE, SHALL BE AND HEREBY ARE DISCLAIMED.
 - (b) NO REPRESENTATION OR WARRANTY IS MADE AS TO THE PROPERTY'S COMPLIANCE WITH ANY LAWS, RULES, REGULATIONS, OR ORDINANCES, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME PERTAINING TO ZONING, ENVIRONMENTAL LAW, OR HAZARDOUS WASTE.
 - (c) SELLER AND ITS OFFICERS, EMPLOYEES, AGENTS, AND ATTORNEYS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR LOSS OF ASSETS, LOSS OF INCOME, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, AND/OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR INJURY.
 - (d) BUYER ACKNOWLEDGES THAT BUYER HAS HAD A FULL AND UNRESTRICTED OPPORTUNITY TO INSPECT THE PROPERTY, FREE OF ANY COERCION FROM AND WITHOUT RELYING UPON ANY REPRESENTATIONS BY SELLER.
 - (e) BUYER ACKNOWLEDGES ITS FULL AND UNCONDITIONAL ACCEPTANCE OF THE PHYSICAL CONDITION OF THE PROPERTY AND THAT SELLER HAS MADE NO REPRESENTATION, PROMISE, OR WARRANTY OF ANY KIND ON WHICH BUYER HAS RELIED RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY.
 - (f) BUYER IS NOT ENTITLED TO RELY ON ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY AND ANY SUCH REPRESENTATIONS OR WARRANTIES HAVE NOT BEEN AUTHORIZED BY SELLER OR ITS OFFICERS, EMPLOYEES, AGENTS, OR ATTORNEYS. SELLER TAKES NO RESPONSIBILITY FOR AND SHALL NOT BE LIABLE AS A RESULT OF SUCH REPRESENTATIONS OR WARRANTIES.

(g) THE PROVISIONS IN THIS SECTION THE AGREEMENT SHALL SURVIVE THE CLOSING.

10. **Time:** All dates, times, and time periods set forth in this Agreement are hereby expressly made to be of the essence of this Agreement.
11. **Real Estate Broker:** ALL PARTIES TO THIS AGREEMENT REPRESENT THAT TRANZON AUCTION PROPERTIES/TRANZON ALDERFER is Seller's listing real estate broker and is the only broker entitled to any form of commission in connection with this sale.
12. **Seller's Default:** If Seller is unwilling or unable to close pursuant to this contract, its sole obligation shall be to return the Buyer's deposit to Buyer. Buyer shall have no other claims for damages or any other equitable remedy. Buyer waives any right Buyer might have to assert claims for or seek consequential damages, delay damages, or damages related to loss of profit.
13. **Buyer's Default:** If Buyer fails to close as agreed, then Seller shall, at its option, retain the Buyer's deposit as liquidated damages and/or pursue other damages as available at law or equity, including reasonable attorney's fees.
14. **Right of First Refusal:** Buyer acknowledges that prior to Closing but after this Agreement has been entered into between the parties, it may be determined that Seller is legally obligated to comply with the terms of an Offer to Purchase or a Right of First Refusal with a third party. In such event, Seller, in its sole discretion, shall have the option to terminate this Agreement, in which case Buyer shall be entitled to receive its Deposit (less interest) as Buyer's sole and exclusive remedy, and neither party shall have any further obligation or liability to the other.
15. **Merger:** This agreement represents the entire contract between Buyer and Seller. No oral or other representations have been made by Seller or its agents to induce Buyer to sign this Agreement.
16. **Non-Assignment:** Buyer may not assign this Agreement without the written consent of Seller, which may be withheld without explanation and for any reason.
17. **Offer Effective Date:** The offer shall be valid until 5:00 p.m. on the fifth business day following Seller's submission of this Agreement to Buyer (or Buyer's agent).
18. **Additional "AS IS" Provision:**
 - (a) This property is being sold "AS IS." Seller acquired this Property through foreclosure. Seller makes no warranties, either verbal or written, expressed or implied, to anyone concerning the Property, its merchantability, fitness for use for a particular purpose, or otherwise including, but not limited to, any related equipment, appliances, devices, contents, fixtures, or mechanical systems.
 - (b) Seller makes no representations concerning existing zoning ordinances. Buyer acknowledges and agrees that the Property is being sold as salvage and it might not be capable of being occupied in its present condition.

- (c) Buyer acknowledges and agrees that the Property may require a certificate of continued occupancy, occupancy permit, building permit, variance, or similar certification or compliance with state or local codes, ordinances, and regulations. No such certificates will be provided by Seller. Any required building permit, variance, certificate of occupancy or other permission or approval required for the sale, transfer, use, or occupancy of the Property shall be obtained by Buyer solely at Buyer's expense. Buyer acknowledges that substantial repairs may be required before such certificates or approvals may be obtained.
 - (d) Buyer agrees to assume responsibility for any zoning changes, variances, permits or rulings necessary for whatever use or purpose Buyer may have for the Property.
 - (e) Buyer agrees to assume responsibility for any repairs to the Property, including those required to obtain any certificates of occupancy.
 - (f) Buyer agrees to assume responsibility for any repairs to contents, equipment, or fixtures at the Property.
 - (g) The terms of this paragraph shall survive closing.
19. **Riders:** (a) Indemnity Agreement; (b) Existing Condition Acknowledgment; (c) Water Damage, Toxic Mold, Radon and Environmental Disclosure, Release, and Indemnification Agreement attached to this Agreement and made a part hereof, all of which shall survive the closing. The Agreement may also include a Lead-Based Paint Disclosure.
20. **Recording:** Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed on public record under any circumstances except with the prior written consent of Seller, which consent may be withheld or conditioned in Seller's sole, absolute, and subjective discretion.
21. **Flood Zone:** The federal and state governments have designated certain areas as "flood areas." This means that they are more likely to have floods than other areas. Buyer waives any right he or she may have to cancel this Agreement if the property is located in a flood area.
22. **Sufficient Assets:** Buyer represents that as of the signing of this Contract, Buyer has all necessary cash assets to complete the settlement (together with the mortgage referred to in Paragraph 5(c)). Should Buyer not have sufficient cash assets at the time of settlement, Buyer will be in breach of the contract and Seller shall be entitled to any remedies as provided by law. Buyer further represents that the purchase of this property is NOT contingent upon the sale of any other real estate or personal property.
23. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the state where the subject property is located.
24. **Municipal Certificates:** Prior to closing, solely at Buyer's cost and expense, Buyer shall obtain any and all smoke detector, carbon monoxide detector, and fire extinguisher certificates, certificates of occupancy, and any other certificates that may be required for the closing of this property.

I/We (____) hereby state that I/we am/are not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations (the "Bank") nor am I/are we related in any way with solicitors or agents retained by or on behalf of the Bank in relation to the property that is the subject of this transaction and confirm that I am/we are dealing at arm's length with the aforementioned parties.

If the above is not applicable, state the nature of relationship with any of the aforementioned parties:

IN WITNESS WHEREOF, intending to be legally bound hereby, Seller and Buyer have signed this Agreement in duplicate originals on the date next to their names below.

BUYER SIGNATURE

BUYER TITLE

DATE

WITNESS SIGNATURE

WITNESS SIGNATURE

COBA, INC.

SELLER NAME (print)

SELLER TITLE

SELLER SIGNATURE

DATE

Existing Condition Acknowledgment

“AS-IS, WHERE IS” PROVISION

Addendum to Purchase and Sale Contract dated_____, 2015, for the Property located at_____. **BUYER** is aware that **SELLER** acquired Property by way of **FORECLOSURE, SHERIFF’S SALE, DEED IN LIEU, CASH FOR KEYS OR THROUGH A SIMILAR PROCESS**, and that **SELLER** is selling and **BUYER** is purchasing the Property in its **“EXISTING CONDITION” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE**.

For purposes of this Addendum, the term **“Seller”** shall include the identified Seller in the Purchase and Sale Contract indicated above as well as any parents, subsidiaries, subdivisions, divisions, affiliates, predecessors, and successors and their respective general partners, limited partners, directors, officers, employees, representatives, administrators, successors, assigns, principals, agents, parents, associates, affiliates, divisions, departments, subsidiaries, attorneys, accountants, auditors, advisors, insurers, carriers, heirs, and all other persons or entities acting or purporting to act on their respective or collective behalf. The term **"Property"** shall include the Property as defined in the Purchase and Sale Contract, all structures thereon all personalty thereon or therein.

Buyer acknowledges for Buyer and Buyer’s successors, heirs, partners, joint ventures and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of Buyer’s choosing, and that in purchasing the Property Buyer is not relying on Seller, or its agents, as to the condition or safety of the Property and/or any improvements thereon, including, but not necessarily limited to, **ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, AIR CONDITIONING (IF ANY), FOUNDATIONS, SOILS AND GEOLOGY, SURFACE AND SUBSURFACE CONDITIONS, PRESENCE OF SOIL AND/OR WATER CONTAMINATION OF ANY KIND, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, LEAD CONTENT OF PAINT OR WALL COVERINGS, OR THAT APPLIANCES, IF ANY, PLUMBING AND/OR UTILITIES ARE IN WORKING ORDER, AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE, AND/OR FEDERAL STATUTES, CODES, REGULATIONS, ZONING RESTRICTIONS, DEED RESTRICTIONS, RESTRICTIONS OR ENCUMBRANCES OR RECORD, PERMITS, ADMINISTRATIVE REGULATIONS, OR ORDINANCES**.

Any report(s) that is required by Buyer’s Lender is to be the sole responsibility of Buyer. Buyer shall neither make nor cause to be made (i) invasive or destructive investigations or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law. Buyer is not allowed to perform, order, or otherwise cause any repair(s) and/or work to be done on this Property prior to closing without the express written consent of the Seller.

Seller does not warrant existing structure as to its habitability or suitability for occupancy o for the use Buyer might have in mind .. **BUYER(S) ASSUMES RESPONSIBILITY TO CHECK THE APPROPRIATE PLANNING AND ZONING AUTHORITIES FOR INTENDED USE AND HOLD SELLER AND BROKER HARMLESS AS TO THE SUITABILITY FOR BUYER(S)’ INTENDED USE**.

Buyer(s) further state that they are relying solely upon their own inspection of subject Property and not upon any representation made to them by any person whomsoever, and are purchasing the subject Property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto. Seller disclaims any express or implied warranty including those of merchantability or fitness for intended or particular purposes.

The "AS-IS, WHERE IS" designation includes defects in the Property or Personalty being sold that are hidden, latent, not readily observable or otherwise obscured.

Buyer is estopped to assert, as a condition of closing, or at any time after closing, any claim against Seller, for any condition, defect or problem with the Property, the Personalty sold therewith, title thereto or any adverse claims associated therewith, covenants not to sue Seller, for any such claims, and irrevocably waives the right to assert such claims against Seller.

The **CLOSING OF THIS TRANSACTION** shall constitute an acknowledgment by Buyer that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.** BUYER HAS INVESTIGATED INDEPENDENTLY THE PROPERTY AND PERSONALTY BEING PURCHASED AND BUYER HAS MADE ITS OWN INDEPENDENT DETERMINATION ABOUT THEM AND IS ENTERING INTO THIS TRANSACTION SOLELY ON THE BASIS OF THAT INVESTIGATION AND PURCHASER'S OWN JUDGMENT AND THIS AGREEMENT IS MADE AND SHALL BE WITHOUT ANY RECOURSE AGAINST SELLER, AND IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND OR DESCRIPTION, EXPRESS OR IMPLIED. EXCEPT AS PROVIDED IN THIS AGREEMENT OR ANY ASSIGNMENT IN CONNECTION HEREWITH, NEITHER SELLER NOR ANY OF ITS RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS HAS MADE ANY REPRESENTATIONS OR WARRANTIES TO BUYER, ITS OFFICERS, EMPLOYEES OR AGENTS, EITHER EXPRESS OR IMPLIED, PARTICULARLY, BUT WITHOUT IN ANY LIMITATION THE GENERALITY OF THE FOREGOING, REGARDING: (A) THE CONDITION OF THE PROPERTY OR PERSONALTY BEING SOLD; (B) THE TITLE TO THE PROPERTY OR THE PERSONALTY BEING SOLD; (C) THE VALUE OF THE PROPERTY OR PERSONALTY BEING SOLD; (D) THE FREEDOM OF THE PROPERTY OR PERSONALTY BEING SOLD OF AND FROM LIENS AND ENCUMBRANCES, IN WHOLE OR IN PART, RECORDED OR UNRECORDED, INCHOATE OR OTHERWISE; (E) THE PRIORITY OR VALIDITY OF THE LIEN UPON WHICH SELLER RECEIVED TITLE; (F) THE EXECUTION, LEGALITY, VALIDITY, GENUINENESS, SUFFICIENCY, VALUE, TRANSFERABILITY OR ENFORCEABILITY OF ANY OF THE LOAN DOCUMENTS OR ANY COLLATERAL DOCUMENTS SUPPORTING THE LOAN UPON WHICH SELLER RECEIVED TITLE. THE PROPERTY, PERSONALTY AND RIGHTS THAT RUN THEREWITH ARE SOLD AND CONVEYED TO PURCHASER UNDER THIS AGREEMENT "AS IS, WITH ALL FAULTS," WITHOUT RECOURSE, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, EXCEPT AS PROVIDED IN THIS AGREEMENT OR ANY ASSIGNMENT HEREUNDER.

PRIOR TO SIGNING THIS AGREEMENT, BUYER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT.

BUYER

DATE

BUYER

DATE

SELLER

DATE

INDEMNITY AGREEMENT

_____ (hereinafter referred to as “**BUYER**”), understands that it is purchasing the property located at _____, _____ County, PA, in “**AS IS**” condition per the Purchase and Sale Agreement executed between Buyer and COBA, INC. (“**SELLER**”), dated _____, **2015**. For purposes of this document, the definition of “**SELLER**” shall include, the identified Seller, as well as any parents, subsidiaries, subdivisions, divisions, affiliates, predecessors, and successors and their respective general partners, limited partners, directors, officers, employees, representatives, administrators, successors, assigns, principals, agents, parents, associates, affiliates, divisions, departments, subsidiaries, attorneys, accountants, auditors, advisors, insurers, carriers, heirs, and all other persons or entities acting or purporting to act on their respective or collective behalf. The definition of the “**Property**” shall include the Property as defined in the Purchase and Sale Agreement, all structures thereon, all personal thereon or therein, all surface and subsurface conditions, and all rights or obligations, arising in equity, by operation of law, of record, by contract, by permit or otherwise.

As such, BUYER, for good and valuable consideration, agrees to indemnify, defend, hold harmless, release, remise, and forever discharge, and by these presents do for them, their heirs, spouse, family, executors, beneficiaries, administrators, successors, and assigns, the said SELLER, of and from any and all liability for cleaning , repairs, remodeling, remediation, maintenance or other work on the Property being purchased (hereinafter collectively “**Repairs**”), including Repairs which have been performed from the beginning of the world, or which may be performed in the future, as well as the resulting expenses which have been incurred or may be incurred in the future. BUYER understands that any additional expenses incurred in further Repairs on the Property shall be its own responsibility and not the responsibility of SELLER. It shall not be the responsibility of SELLER to either perform or cause to be performed any further Repairs on the above-referenced Property, nor to incur the cost of any said Repairs.

The indemnity given in this Agreement includes indemnity from any actions taken by SELLER, SELLER’S predecessors in interest, as well as any inaction on the part of SELLER or its predecessors in interest, and includes any action or inaction where SELLER or its predecessors exhibited any negligence or gross negligence. In indemnifying, defending and

holding SELLER harmless, BUYER shall be obligated to do so without demand by SELLER, and indemnity and defense shall include providing a legal defense for SELLER, including reasonable attorney fees, of SELLER's reasonable choosing, at BUYER's cost.

If BUYER is a governmental or quasi-governmental entity, or otherwise is entitled to assert, in any proceeding of any nature, sovereign immunity, then BUYER, to the extent BUYER is permitted to by law, hereby irrevocably waives their sovereign immunity, waives their ability to assert sovereign immunity, and is estopped to assert sovereign immunity in any case, matter, claim or controversy arising out of or relating to this Indemnity Agreement/Addendum, or any document, amendment or further agreement executed in connection therewith.

FURTHERMORE, it is specifically understood and agreed that nothing contained in this document can be construed in any manner whatsoever as an admission on the part of SELLER, of any liability or responsibility whatsoever for the interior or exterior conditions of the above-referenced Property.

Prior to signing this agreement, Buyer has read and understood all of the provisions of this agreement.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
we set our hands this ____ day of _____, 2015.

BUYER SIGNATURE

WITNESS SIGNATURE

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, 2015, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be a _____ of _____, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the [corporation/partnership/company] by himself/herself as _____:

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

WATER DAMAGE, TOXIC MOLD, RADON AND ENVIRONMENTAL DISCLOSURE, RELEASE, AND INDEMNIFICATION AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated _____, 2015, for the purchase of the property and the improvements commonly known as _____, _____ County, PA (the “**Property**”) between _____ (“**Buyer**”) and COBA, INC. (“**Seller**”), intending to be legally bound hereby, acknowledge and agree as follows:

For purposes of this document, the definition of “**Seller**” shall include, the identified Seller, as well as any parents, subsidiaries, subdivisions, divisions, affiliates, predecessors, and successors and their respective general partners, limited partners, directors, officers, employees, representatives, administrators, successors, assigns, principals, agents, parents, associates, affiliates, divisions, departments, subsidiaries, attorneys, accountants, auditors, advisors, insurers, carriers, heirs, and all other persons or entities acting or purporting to act on their respective or collective behalf. The definition of the “**Property**” shall include the Property as defined in the Purchase and Sale Agreement, all structures thereon, all personalty thereon or therein, all surface and subsurface conditions, and all rights or obligations, arising in equity, by operation of law, of record, by contract, by permit or otherwise.

Seller hereby advises Buyer that the Property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Seller further advises Buyer that as a consequence of possible water damage and/or excessive moisture, the Property may be or has been irrevocably contaminated with mildew, mold, and/or other microscopic organisms. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and that individuals with immune system deficiencies, infants, children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure.

Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Seller that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property.

Radon gas is a potentially dangerous substance that has been associated with cancer and other illnesses. Seller has no knowledge of whether radon is present and disclaims any and all damages, claims, warranties, or other obligations to buyer with regard to the presence or possibility of radon gas in the Property. Buyer acknowledges that Seller also advised Buyer to make his / her own evaluation whether the Property has radon gas emissions, or the potential for such emissions. Buyer acknowledges that it is Buyer’s sole responsibility to conduct any investigation Buyer desires with regard to radon and also to conduct any remediation that may be needed to deal with the presence of radon.

Buyer also acknowledges that Buyer is buying the Property AS-IS. Buyer represents and warrants to Seller that Buyer has made (or will make before closing on the purchase of the Property) his/her own inspection and evaluation of the Property to Buyer’s complete satisfaction, and Buyer accepts the Property AS-IS at the time of closing. Buyer is electing to purchase the Property from Seller in an AS-IS condition with full knowledge of the potential condition of the Property, the potentially serious health

risks, and the potential liability that Buyer could incur as the owner of the Property for claims, losses, and damages arising out of any toxic mold contamination, radon and/or other environmental hazards or conditions on the Property. Buyer agrees that the purchase price of the Property reflects the agreed upon value of the Property AS-IS taking into account the aforementioned disclosures.

Buyer understands and acknowledges that the Property was acquired by Seller through foreclosure, deed in lieu of foreclosure, or similar process, that Seller has never occupied the Property, and that Seller has little or no direct knowledge regarding the condition of the Property. Buyer further acknowledges that Seller has not made and does not make any express or implied representations or warranties of any kind with respect to the environmental condition of the Property or whether the Property is in compliance with applicable local, state, or federal environmental or other laws, statutes, regulations, rules, ordinances, codes, or standards (“**Laws**”). Buyer hereby agrees not to pursue any claims, losses, or damages against Seller or Seller’s parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, or assigns, arising out of or relating in any way to any violations of Laws, or for costs, fees, or expenses incurred in conducting investigations relating to Laws or the Property. In addition, to the fullest extent permitted by law, Buyer, for himself/herself, and for all Buyer’s invitees, agents, heirs, executors, devisees, and assigns, hereby forever waives and fully releases Seller and Seller’s parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, and assigns (the “**Released Parties**”) from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys’ fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity arising from, in connection with, or in any way relating to any known or unknown conditions of the Property, including but not limited to the existence of toxic mold and/or any other environmental hazards or conditions on the Property (“**Claims**”).

Buyer also agrees to fully indemnify, protect, defend, and hold the Released Parties harmless from and against any and all Claims.

PRIOR TO SIGNING THIS AGREEMENT, BUYER HAS READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THIS AGREEMENT.

BUYER SIGNATURE

DATE

BUYER SIGNATURE

DATE

SELLER SIGNATURE

DATE