

RIVERBEND REALTY GROUP HOLD HARMLESS AGREEMENT

THIS DISCLAIMER OF WARRANTIES, WAIVER AND RELEASE (the "Agreement") is entered into as of the ____ of __ 20 __, by, (whether one or more, collectively the "Buyer"), in favor of Riverbend Realty Group, LLC (the "Company").

Property address: 7011 Wildfern St, San Antonio, Tx 78238

WHEREAS, this agreement pertains to the property described on page 4 of this Agreement and incorporated herein by reference (the "Property");

WHEREAS, the Company has only limited knowledge of the condition of the Property;

NOW, THEREFORE, WITNESSETH, the Buyer agrees as follows:

3111. Condition of Property. Buyer acknowledges the Property is being sold "**as is**", "**where is**", and "**with all faults**" as of closing, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty, express or implied. Buyer acknowledges that neither the Company nor any representative of the Company has made any representations regarding the environmental or other condition of the Property including, but not limited to, whether any violations of Applicable Law (as defined herein) exist or have existed on or about the Property. Buyer acknowledges that the Company has only very limited knowledge of the condition of the Property. Buyer is purchasing the Property based solely upon Buyer's own independent investigations and inspections of the Property as Buyer, in Buyer's sole discretion, deems appropriate, and not in reliance on any information provided by the Company or any of the Company's agents or contractors. The Buyer has been given the opportunity and strongly encouraged to have the property inspected and appraised by a licensed professional and to check the zoning and flood zone of the Property. The Company has made no agreement to alter, repair or improve the Property or to perform any other act regarding the Property, except as expressly provided herein. Buyer is strongly encouraged to check with the Texas Department of Public Safety and any other applicable law enforcement agency for any registered sex offenders in the area of the Property. It is the responsibility of the Buyer to check restricted covenants, deed restrictions, flood zone and zoning for the use of the Property.

2. Disclaimer of Warranties; Waiver and Release. The Company specifically disclaims and renounces (and Buyer specifically acknowledges that Buyer is not relying on) any warranty, guaranty or representation, oral or written, past or present, express or implied, including, but not limited to, any warranty or representation as to the condition, quality, safety, freedom from defects (whether or not detectable by inspection), habitability, merchantability, marketability, profitability, fitness for Buyer's intended use or any other particular purposes, freedom from contamination by Hazardous Substances in or on the Property or any adjacent Property, or compliance with zoning or other legal requirements, of all or any part of the Property, including without limitation, the water, soil and geology or as to the availability or existence of any utility or other governmental or private services. Further, Buyer, for Buyer and Buyer's successors and assigns, hereby forever RELEASES, ACQUITS, DISCHARGES, WAIVES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE the Company, or its agents, representatives,

3111 Initials: _____

broker, manager, attorneys, servants, employees, directors, officers, shareholders, partners, heirs, executors, administrators, legatees, personal representatives, successors, alter egos, assigns (collectively the "Released Parties"), of and from any and all claims, actions, demands, damages, causes of action, suits, actions for actual damages, punitive damages, penalties of any kind, breach of contract, violation of federal, state, or local constitution, charter, law, statute, rule, regulation, standard, ordinance, any economic injury or consequential damage, injuries, losses, costs, attorneys' or experts' expenses or fees, any common law or statutory claim whatsoever, whether now known or unknown, whether permanent or temporary or whether vested or contingent in law or equity that may now exist or arise in the future for, related to, or in connection with, the environmental or other condition of the Property (or the presence of any matter or substance relating to the environmental or other condition of the Property) including, without limitation, any claims Buyer may assert under Applicable Law.

Buyer represents to the Company that Buyer has conducted, or will conduct before closing, such investigations of the Property, including but not limited to, the physical, environmental and other conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property and will rely solely on same and not on any information provided by or on behalf of the Company or its agents or employees with respect thereto. Buyer represents that they have done due diligence to verify the address and legal description of the Property they are buying before purchasing the Property. Upon closing of the sale of the Property, Buyer acknowledges that it shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations, and Buyer, on closing, shall be deemed to have waived, relinquished, and released the Company from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs, and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, that Buyer might have asserted or alleged against the Company, at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances, or matters regarding the Property. It is the sole responsibility of the Buyer to change all locks and security alarm code, if equipped, once Buyer purchases the property. It is suggested that the Buyer contact local law enforcement to have a security crime prevention survey be completed on the Property before moving into the Property. Buyer agrees that should any cleanup, remediation, or removal of Hazardous Substances or other environmental conditions on the Property be required after the date of closing, such cleanup, removal, or remediation shall be the responsibility of and shall be performed at the sole cost and expense of Buyer.

Buyer, with its own legal counsel, or with the opportunity to consult its own legal counsel, has fully reviewed the disclaimers and waivers set forth in this Agreement and understands their significance and effect. The terms and conditions of this Agreement will expressly survive the closing of the sale of the Property, and will not merge with the provisions of any closing documents.

3. Definitions. The term “Applicable Law” as used herein shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et. Seq., as amended (“CERCLA”), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. Seq., as amended (“RCRA”), the Superfund Amendments and Reauthorization Act, 42 U.S.C. §§ 9601, et seq., as amended (“SARA”) and the regulations promulgated thereunder, and any other federal, state or local laws, rules, regulations or ordinances concerning the environmental condition of the Property or the handling, storage, treatment, transportation or disposal of hazardous or noxious substances. “Hazardous Substance” shall mean any substance (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” pollutant, or contaminant (whether harmful or not) under any federal, state, or local statute, regulation, rule, or ordinance including, without limitation, CERCLA, RCRA or SARA; (3) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, or instrumentality of the United States, the State of Texas, or any political subdivision thereof; (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates; (5) asbestos; (6) mold; and/or (7) any naturally-occurring but harmful substance such as methane or radon.

4. Miscellaneous. The laws of the State of Texas shall govern the validity, enforcement, and interpretation of this Agreement. In the event of a conflict between this Agreement and any other document relating to the sale of, or the environmental or other condition of, the Property, the terms of this Agreement shall govern. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the environmental or other condition of the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the environmental or other condition of the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought. If this Agreement shall be placed in the hands of attorneys for interpretation, negotiation, or enforcement, whether with respect to any bankruptcy type proceeding or otherwise, the Buyer promises to pay, all costs and expenses of enforcement, including actual attorneys’ fees, costs and expenses, even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) whether or not litigation should be commenced in aid thereof, and attorneys’ fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals.

The headings, which have been used throughout this Agreement, have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be

affected thereby. This Agreement shall be binding upon and inure to the benefit of the Company and Buyer, and their respective heirs, personal representatives, successors and assigns. Buyer shall not be permitted to assign Buyer's obligations hereunder without the Company's prior written consent. Any person executing this Agreement in a representative capacity warrants and represents that such person has the authority to do so, and upon request proof of such authority in customary form will be furnished.

ALL measurements stated in MLS are estimates! If Buyer is concerned about any measurements, Buyer should verify any measurements during the inspection period.

BY SIGNING BELOW, THE BUYER(S) ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the day and year first above written.

BUYER(S):

Date: _____

Legal Description:

CB 4432C BLK 10 LOT 9

Property Address:

7011 Wildfern St, San Antonio, Tx 78238