

ADDENDUM B

DISCLAIMER, DISCLOSURE AND INDEMNITY ADDENDUM

I. INCORPORATION

- A. THIS ADDENDUM IS PART OF THE PURCHASE AND SALE AGREEMENT FOR 1326 GREEBY ST, PHILADELPHIA, PA [ADDRESS] (THE "MAIN AGREEMENT") BETWEEN COBA, INC _____ ("SELLER") AND _____ ("BUYER").**
- B. THE DEFINITIONS USED IN THE MAIN AGREEMENT APPLY IN THIS ADDENDUM.**

II. NO REPRESENTATIONS OR WARRANTIES BY SELLER; PROPERTY AND CONTENTS SOLD IN "AS IS, WHERE IS" CONDITION

- A. BUYER IS AWARE OF THE FOLLOWING:**
- 1. SELLER ACQUIRED THE PROPERTY BY WAY OF FORECLOSURE, DEED IN LIEU OR SIMILAR PROCESS DUE TO A DEFAULTED MORTGAGE.**
 - 2. SELLER HAS NEVER OCCUPIED THE PROPERTY AND HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY.**
- B. BUYER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AND ALL OF ITS SYSTEMS AND CONTENTS IS MADE ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES.**
- C. BUYER ACKNOWLEDGES AND AGREES THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY AND ALL OF ITS SYSTEMS AND CONTENTS ARE SOLD BY SELLER AND PURCHASED BY BUYER ON AN "AS IS, WHERE IS" BASIS IN ALL RESPECTS.**
- D. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO:**

1. THE VALUE, NATURE, QUALITY, STRUCTURAL INTEGRITY, PERFORMANCE, STATUS, USE, OR CONDITION OF THE PROPERTY, ANY IMPROVEMENTS THEREON, OR ANY ITEMS ON, IN, AT OR ASSOCIATED WITH THE PROPERTY;
2. THE PRESENCE, REMOVAL, CONDITION, OR OWNERSHIP OF ANY IMPROVEMENTS, FIXTURES OR OTHER ITEMS FORMERLY OR PRESENTLY AT THE PROPERTY;
3. THE SUITABILITY OF THE PROPERTY AND/OR THE IMPROVEMENTS OR OTHER ITEMS ON, IN, AT OR ASSOCIATED WITH THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, REGARDLESS OF WHETHER ANY SUCH USES WERE DISCUSSED WITH OR DISCLOSED TO SELLER;
4. THE COMPLIANCE OF OR BY THE PROPERTY OR IMPROVEMENTS AND OTHER MATERIALS IN, ON, AT OR ASSOCIATED WITH THE PROPERTY, WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY;
5. THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, THE IMPROVEMENTS THEREON, OR THE SYSTEMS OR MATERIALS IN, ON, AT OR ASSOCIATED WITH THE PROPERTY;
6. THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED IN OR PRESENT AT THE PROPERTY, THE IMPROVEMENTS IN, ON AT, OR ASSOCIATED WITH THE PROPERTY, OR THE SYSTEMS OR MATERIALS IN, ON AT, OR ASSOCIATED WITH THE PROPERTY;
7. THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR, OF THE PROPERTY, THE IMPROVEMENTS IN, ON AT, OR ASSOCIATED WITH THE PROPERTY, OR THE SYSTEMS OR MATERIALS IN, ON, AT OR ASSOCIATED WITH THE PROPERTY (INCLUDING BUT NOT LIMITED TO THE ROOF, HVAC SYSTEMS, WASTE AND/OR SEPTIC SYSTEMS, MECHANICAL SYSTEMS, WATER CONVEYANCE, WATER SUPPLY SYSTEMS, PLUMBING SYSTEMS, FIRE SUPPRESSION SYSTEMS, OR RADON REMOVAL EQUIPMENT);
8. THE NATURE OF THE WATER, SOIL OR GEOLOGY IN OR AT THE PROPERTY;

9. **WHETHER THE PROPERTY IS LOCATED IN PART OR IN WHOLE IN A PROTECTED WETLAND OR ON A FLOOD PLAIN; OR**
10. **ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.**
- E. **BUYER ACKNOWLEDGES AND AGREES SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING THE PROPERTY'S COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, INDOOR OR OUTDOOR AIR QUALITY, OR ANTI-POLLUTION LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS.**
- F. **BUYER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON BUYER'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED, OR TO BE PROVIDED, BY SELLER.**
- G. **BUYER WAIVES ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING BUT NOT LIMITED TO ANY RIGHT TO OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO THE PRESENCE OF LEAD BASED PAINT, ASBESTOS, RADON OR ANY OTHER AIR SUPPLY CONTAMINATION, ASBESTOS, MOLD, FUNGUS, WATER DAMAGE, PESTS, INSECTS, RODENTS, CONTAMINANTS, POISONS, TOXINS, CHEMICALS, OR ANY OTHER HAZARDOUS CONDITIONS OR HAZARDOUS MATERIALS IN, AT OR ON THE PROPERTY.**
- H. **BUYER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED, OR TO BE PROVIDED, WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.**
- I. **BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, AND BUYER DOES NOT RELY ON, ANY REPRESENTATIONS OR PROMISES WHATSOEVER ABOUT ANY OF THE CONTENTS OF THE PROPERTY OR WHETHER ANY ITEMS OR SYSTEMS AT THE PROPERTY ARE IN WORKING CONDITION.**
- J. **SELLER IS NOT LIABLE FOR OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, ATTORNEY, SERVANT, OR OTHER PERSON.**

- K. SELLER HAS NOT OCCUPIED THE PROPERTY AND HAS NOT INSTALLED OR REQUESTED THE INSTALLATION OF ANY DEVICES, FIXTURES, EQUIPMENT OR APPLIANCES CAPABLE OF CONNECTING TO THE INTERNET (“INTERNET DEVICES”). SELLER MAKES NO REPRESENTATIONS REGARDING THE PRESENCE OR STATUS OF ANY INTERNET DEVICES AT THE PROPERTY OR WHETHER ANY INTERNET DEVICES AT THE PROPERTY COLLECTED OR ARE CAPABLE OF COLLECTING AND/OR STORING DATA. SELLER NEITHER RECOGNIZES NOR ACCEPTS ANY OBLIGATION TO CLEAR DATA FROM ANY INTERNET DEVICES AT THE PROPERTY OR TO TAKE ANY ACTION WITH REGARD TO INTERNET DEVICES AT THE PROPERTY (IF ANY).

IV. **OCCUPANCY**

- A. SELLER WARRANTS ONLY THAT SELLER HAS NOT ENTERED INTO ANY LEASES FOR THE PROPERTY. BEYOND THAT, SELLER DOES NOT MAKE, AND SELLER SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING WHETHER THERE IS ANYONE CLAIMING A RIGHT OF OCCUPANCY OF OR AT THE PROPERTY.

V. **SELLER IS NOT REQUIRED TO SUPPLY CERTIFICATES OF OCCUPANCY OR BUILDING PERMITS**

- A. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD AS SALVAGE AND THAT OCCUPANCY MAY NOT BE PERMITTED IN ITS CURRENT CONDITION.
- B. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY MAY REQUIRE CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, LICENSES, OR SIMILAR CERTIFICATIONS, AND/OR COMPLIANCE WITH LOCAL, STATE OR FEDERAL CODES. SELLER WILL NOT ARRANGE FOR OR SUPPLY ANY SUCH CERTIFICATES, PERMITS, OR LICENSES. ANY CERTIFICATES OF OCCUPANCY, PERMITS OR LICENSES REQUIRED FOR THE SALE, TRANSFER, USE OR OCCUPANCY OF THE PROPERTY SHALL BE OBTAINED BY THE BUYER AT BUYER’S EXPENSE EXCEPT AS SPECIFICALLY PROVIDED IN THE MAIN AGREEMENT.
- C. BUYER ACKNOWLEDGES THAT SUBSTANTIAL REPAIRS MAY BE REQUIRED BEFORE ANY REQUIRED CERTIFICATES, PERMITS, OR LICENSES MAY BE OBTAINED. BUYER ASSUMES RESPONSIBILITY FOR ANY REPAIRS TO THE PROPERTY OR OTHER WORK REQUIRED TO OBTAIN SUCH CERTIFICATES, PERMITS OR LICENSES.

VI. SELLER IS NOT REQUIRED TO CLEAN OR PERFORM REPAIRS

- A. SELLER IS NOT RESPONSIBLE FOR CLEANING THE PROPERTY OR ANY OF ITS CONTENTS.**
- B. SELLER IS NOT RESPONSIBLE FOR PROVIDING ANY MAINTENANCE, REMEDIATION, OR PROPERTY PRESERVATION FOR THE PROPERTY OR ANY OF ITS CONTENTS.**
- C. SELLER DOES NOT PROMISE OR AGREE TO DELIVER THE PREMISES IN BROOM CLEAN CONDITION OR OTHERWISE PREPARE OR EMPTY OUT THE PROPERTY. BUYER IS SOLELY RESPONSIBLE, AT ITS OWN COST AND EXPENSE, FOR REMOVING OR CLEANING DEBRIS, TRASH, OR ANY PERSONAL PROPERTY FOUND AT THE PROPERTY.**
- D. SELLER IS NOT RESPONSIBLE FOR AND WILL NOT PAY FOR REPAIRS, RESTORATION, REMODELING, OR RENOVATIONS TO THE PROPERTY OR TO ANY OF ITS SYSTEMS OR CONTENTS, WITHOUT REGARD TO WHEN THE REPAIRS BECAME NECESSARY OR WHAT CAUSED THEM TO BE NECESSARY.**

VII. NO SURVEY

- A. SELLER HAS NOT HAD THE PROPERTY SURVEYED AS IT IS NOT A REQUIREMENT FOR PROPERTY TRANSFER IN PENNSYLVANIA. SELLER MAKES NO REPRESENTATIONS OF ANY KIND ABOUT THE BOUNDARIES TO THE PROPERTY. ANY FENCES, HEDGES, WALLS AND OTHER NATURAL OR CONSTRUCTED BARRIERS MAY OR MAY NOT REPRESENT THE TRUE BOUNDARY LINES OF THE PROPERTY. ANY NUMERICAL REPRESENTATIONS OF SIZE OF PROPERTY ARE APPROXIMATIONS ONLY AND MAY BE INACCURATE.**
- B. SELLER IS NOT REQUIRED TO OBTAIN OR PAY FOR A SURVEY UNDER ANY CIRCUMSTANCES.**

VIII. NO REPRESENTATIONS REGARDING USE, LIMITATIONS OR BOUNDARIES

- A. ZONING: SELLER MAKES NO REPRESENTATIONS ABOUT THE NEED FOR OR AVAILABILITY OF ZONING RELIEF, A VARIANCE, OR A SPECIAL EXCEPTION. THIS AGREEMENT IS NOT CONTINGENT ON ZONING RELIEF APART FROM BUYER'S RIGHT TO INVESTIGATE SUCH ISSUES DURING THE FEASIBILITY STUDY PERIOD AND TO CANCEL THE AGREEMENT BEFORE THE EXPIRATION OF THAT PERIOD.**
- B. WETLANDS: SELLER MAKES NO REPRESENTATIONS ABOUT THE ABSENCE OR PRESENCE OF WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE OR CONTROLLED AREAS.**
- C. HISTORIC PRESERVATION: SELLER MAKES NO REPRESENTATIONS**

REGARDING HISTORIC PRESERVATION RESTRICTIONS AFFECTING ON THE PROPERTY.

- D. PENNSYLVANIA RIGHT-TO-FARM ACT: THE PROPERTY YOU ARE BUYING MAY BE LOCATED IN AN AREA WHERE AGRICULTURAL OPERATIONS TAKE PLACE. PENNSYLVANIA PROTECTS AGRICULTURAL RESOURCES FOR THE PRODUCTION OF FOOD AND AGRICULTURAL PRODUCTS. THE LAW LIMITS CIRCUMSTANCES WHERE NORMAL AGRICULTURAL OPERATIONS MAY BE SUBJECT TO NUISANCE LAWSUITS OR RESTRICTIVE ORDINANCES.**
- E. CLEAN AND GREEN PROGRAM: PROPERTIES ENROLLED IN “CLEAN AND GREEN” PROGRAMS RECEIVE PREFERENTIAL PROPERTY TAX ASSESSMENT. BUYER AND SELLER HAVE BEEN ADVISED OF THE NEED TO CONTACT THE COUNTY TAX ASSESSMENT OFFICE BEFORE THE EXECUTION OF THIS AGREEMENT TO DETERMINE THE PROPERTY TAX IMPLICATIONS THAT WILL OR MAY RESULT FROM THE SALE OF THE PROPERTY, OR THAT MAY RESULT IN THE FUTURE AS A RESULT OF ANY CHANGE IN USE OF THE PROPERTY OR THE LAND FROM WHICH IT IS BEING SEPARATED. SELLER MAKES NO REPRESENTATIONS REGARDING THE IMPACT OF “CLEAN AND GREEN” PROGRAMS.**
- F. OPEN SPACE ACT:**
- 1. THE OPEN SPACE ACT ENABLES COUNTIES TO ENTER INTO COVENANTS WITH OWNERS OF LAND DESIGNATED AS FARM, FOREST, WATER SUPPLY, OR OPEN SPACE LAND ON AN ADOPTED MUNICIPAL, COUNTY OR REGIONAL PLAN FOR THE PURPOSE OF PRESERVING THE LAND AS OPEN SPACE. A COVENANT BETWEEN THE OWNER AND COUNTY IS BINDING UPON ANY BUYER OF THE PROPERTY DURING THE PERIOD OF TIME THAT THE COVENANT IS IN EFFECT (5 OR 10 YEARS). COVENANTS AUTOMATICALLY RENEW AT THE END OF THE COVENANT PERIOD UNLESS SPECIFIC TERMINATION NOTICE PROCEDURES ARE FOLLOWED.**
 - 2. BUYER IS RESPONSIBLE FOR DETERMINING IF ANY OPEN SPACE RESTRICTIONS WILL APPLY FROM THE SALE OF THE PROPERTY TO BUYER AND IF ANY PROPERTY TAX IMPLICATIONS WILL RESULT FROM A CHANGE IN USE OF THE PROPERTY, OR ANY PORTION OF IT.**

IX. PERSONAL PROPERTY AND FIXTURES

- A. BUYER ACKNOWLEDGES THIS IS A FORECLOSURE PROPERTY. SELLER DOES NOT MAKE ANY PROMISES OR REPRESENTATIONS REGARDING THE CONDITION, PERFORMANCE, OWNERSHIP,**

OPERABILITY, OR USE OF ANY ITEMS OF PERSONAL PROPERTY LOCATED AT THE PROPERTY.

- B. SELLER HAS NO RESPONSIBILITY FOR DAMAGE TO OR LOSS OF ANY PERSONAL PROPERTY OR APPLIANCES AT THE PROPERTY.**
- C. FIXTURES (ITEMS ATTACHED TO THE REAL ESTATE THAT CANNOT BE REMOVED WITHOUT DAMAGING THE REAL ESTATE) ARE INCLUDED IN THIS SALE, BUT SELLER DOES NOT MAKE ANY PROMISES OR REPRESENTATIONS REGARDING THE CONTINUED AVAILABILITY, CONDITION, PERFORMANCE, OPERABILITY, OR USE OF ANY SUCH ITEMS. THE RISK OF LOSS FOR SUCH ITEMS PRIOR TO CLOSING IS ON SELLER.**

X. NO ENVIRONMENTAL WARRANTIES OR REPRESENTATIONS

- A. POSSIBLE CONTAMINATION: SELLER HEREBY ADVISES BUYER THAT THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE BASEMENT, IF ANY) IS OR MAY BE AFFECTED BY WATER OR MOISTURE DAMAGE, FUNGI, TOXIC MOLD, RADON OR OTHER AIRBORNE TOXINS, CONTAMINATION, 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 RADON AND CERTAIN SPECIES OF MOLD AND FUNGI 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.**
- B. NO REPRESENTATIONS**

1. BUYER 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”).

2. BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT THE ABSENCE OR PRESENCE AT, ON, OR IN THE PROPERTY OF (I) LEAD BASED PAINT, (II) RADON GAS, (III) ASBESTOS, (IV) MOLD OR FUNGI, (V) WATER DAMAGE, (VI) WHETHER THE PROPERTY IS SUBJECT TO FLOODING OR WATER DAMAGE FROM STORMWATER, RUNNING WATER, OR ANY OTHER SOURCE, (VII) RODENTS, TERMITES, CARPENTER ANTS, CARPENTER BEES, OR OTHER PESTS, (VIII) POISONS, TOXINS, CONTAMINANTS, CHEMICALS, OR (IX) ANY OTHER HAZARDOUS, CONTAMINATED OR TOXIC CONDITIONS OR MATERIALS.

3. BUYER ACKNOWLEDGES THAT SELLER HAS ADVISED BUYER TO MAKE BUYER'S 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 OR OCCUPATION 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.

C. **RADON GAS**

1. RADON GAS IS A POTENTIALLY DANGEROUS SUBSTANCE THAT HAS BEEN ASSOCIATED WITH CANCER AND OTHER ILLNESSES. RADON IS A NATURAL, RADIOACTIVE GAS PRODUCED IN THE GROUND BY THE NORMAL DECAY OF URANIUM AND RADIUM. STUDIES INDICATE THAT EXTENDED EXPOSURE TO HIGH LEVELS OF RADON GAS CAN INCREASE THE RISK OF LUNG CANCER. RADON CAN FIND ITS WAY INTO ANY AIR-SPACE AND CAN PERMEATE A STRUCTURE. IF A HOUSE HAS A RADON PROBLEM, IT USUALLY CAN BE CURED BY INCREASED VENTILATION AND/OR BY PREVENTING RADON ENTRY. ANY PERSON WHO TESTS, MITIGATES OR SAFEGUARDS A BUILDING FOR RADON IN PENNSYLVANIA MUST BE CERTIFIED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION. BUYER, AT BUYER'S COST AND EXPENSE, MAY OBTAIN A RADON TEST OF THE PROPERTY FROM A CERTIFIED INSPECTOR. THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) ADVISES CORRECTIVE ACTION IF THE AVERAGE ANNUAL EXPOSURE

TO RADON IS EQUAL TO OR HIGHER THAN 0.02 WORKING LEVELS OR 4 PICOCURIES/LITER (4PCI/L).

2. SELLER HAS NO KNOWLEDGE 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.

3. BUYER ACKNOWLEDGES THAT SELLER ADVISED BUYER TO MAKE BUYER'S 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.

XI. WAIVER OF CLAIMS; RELEASE AND INDEMNITY OF SELLER

A. WAIVER AND RELEASE: TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER, FOR ITSELF AND FOR ALL OF 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").

- B. **INDEMNITY:** IN EXCHANGE FOR SELLER'S AGREEMENT TO SELL THE PROPERTY TO BUYER, AND INTENDING TO BE LEGALLY BOUND HEREBY, BUYER AGREES TO FULLY INDEMNIFY, PROTECT, DEFEND, AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS RELATED IN ANY WAY TO OR ARISING FROM BUYER'S CONSTRUCTION AND REPAIR ACTIVITIES ON, OWNERSHIP OF, USE OF, OR PRESENCE AT THE PROPERTY. THIS PROMISE TO INDEMNIFY SELLER IS IN ADDITION TO ANY OTHER PROMISES TO INDEMNIFY SELLER MADE PART OF BUYER'S PURCHASE OF THE PROPERTY FROM SELLER.

XII. MEGAN'S LAW DISCLOSURE

- A. A PENNSYLVANIA STATUTE COMMONLY REFERRED TO AS "MEGAN'S LAW" (42 PA.C.S. § 9791, ET SEQ.) PROVIDES FOR COMMUNITY NOTIFICATION OF THE PRESENCE OF CERTAIN CONVICTED SEX OFFENDERS. BUYERS ARE ENCOURAGED TO CONTACT THE LOCAL POLICE DEPARTMENT OR THE PENNSYLVANIA STATE POLICE FOR INFORMATION RELATING TO THE PRESENCE OF SEX OFFENDERS NEAR A PARTICULAR PROPERTY, OR TO CHECK THE INFORMATION ON THE PENNSYLVANIA STATE POLICE WEBSITE AT WWW.PAMEGANS LAW.STATE.PA.US.

XIII. THIS ADDENDUM GOVERNS

- A. IN THE EVENT OF A CONFLICT BETWEEN THE MAIN AGREEMENT AND THIS ADDENDUM, THIS ADDENDUM GOVERNS IN ALL RESPECTS.

XIV. THE PROVISIONS OF THIS DISCLAIMER SURVIVE SETTLEMENT

**XV. FOR CONDOMINIUM UNITS AND UNITS
IN A PLANNED COMMUNITY DEVELOPMENT**

- A. IF THE PROPERTY IS PART OF A CONDOMINIUM:
1. CONDOMINIUMS ARE PRIMARILY RUN BY A UNIT OWNERS' ASSOCIATION. SECTION 3407 OF THE UNIFORM CONDOMINIUM ACT OF PENNSYLVANIA REQUIRES SELLER TO FURNISH BUYER WITH A CERTIFICATE OF RESALE AND COPIES OF THE CONDOMINIUM DECLARATION (OTHER THAN PLATS AND PLANS), THE BYLAWS AND THE RULES AND REGULATIONS OF THE UNIT OWNERS' ASSOCIATION.

**B. IF THE PROPERTY IS PART OF A PLANNED COMMUNITY
AS DEFINED BY THE UNIFORM PLANNED COMMUNITY ACT:**

1. SECTION 5407(A) OF THE UNIFORM PLANNED COMMUNITY ACT REQUIRES SELLER TO FURNISH BUYER WITH A COPY OF THE DECLARATION (OTHER THAN PLATS AND PLANS), THE BYLAWS, THE RULES AND REGULATIONS OF THE ASSOCIATION, AND A CERTIFICATE CONTAINING THE PROVISIONS SET FORTH IN SECTION 5407(A) OF THE ACT.

**C. THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT
ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**

- 1. WITHIN 15 DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT, SELLER, AT SELLER'S EXPENSE, WILL REQUEST FROM THE ASSOCIATION A CERTIFICATE OF RESALE AND ANY OTHER DOCUMENTS NECESSARY TO ENABLE SELLER TO COMPLY WITH THE RELEVANT ACT. THE ACT PROVIDES THAT THE ASSOCIATION IS REQUIRED TO PROVIDE THESE DOCUMENTS WITHIN 10 DAYS OF SELLER'S REQUEST.**
- 2. SELLER IS NOT LIABLE TO BUYER FOR THE FAILURE OF THE ASSOCIATION TO PROVIDE THE CERTIFICATE IN A TIMELY MANNER OR FOR ANY INCORRECT INFORMATION PROVIDED BY THE ASSOCIATION IN THE CERTIFICATE.**
- 3. THE ACT PROVIDES THAT BUYER MAY DECLARE THIS AGREEMENT VOID AT ANY TIME BEFORE BUYER RECEIVES THE ASSOCIATION DOCUMENTS AND FOR 5 DAYS AFTER RECEIPT, OR UNTIL SETTLEMENT, WHICHEVER OCCURS FIRST. BUYER'S NOTICE TO SELLER MUST BE IN WRITING; UPON BUYER DECLARING THIS AGREEMENT VOID, ALL DEPOSIT MONIES WILL BE RETURNED TO BUYER.**
- 4. IF THE ASSOCIATION HAS THE RIGHT TO BUY THE PROPERTY (RIGHT OF FIRST REFUSAL), AND THE ASSOCIATION EXERCISES THAT RIGHT, SELLER WILL REIMBURSE BUYER FOR ANY COSTS INCURRED BY BUYER FOR ANY INSPECTIONS OR CERTIFICATIONS OBTAINED ACCORDING TO THE TERMS OF THE AGREEMENT, AND ANY COSTS INCURRED BY BUYER FOR: (A) TITLE SEARCH, TITLE INSURANCE AND/OR MECHANICS' LIEN INSURANCE, OR ANY FEE FOR CANCELLATION; (B) FLOOD INSURANCE, FIRE INSURANCE, HAZARD INSURANCE, MINE SUBSIDENCE INSURANCE, OR ANY FEE FOR CANCELLATION; (C) APPRAISAL FEES AND CHARGES PAID IN ADVANCE TO A MORTGAGE LENDER.**

**WARNING: THIS ADDENDUM CONTAINS WAIVERS AND
A RELEASE. IF YOU SIGN IT, YOU WILL BE GIVING UP
IMPORTANT RIGHTS. YOU ARE ENTITLED AND ENCOURAGED
TO CONSULT WITH AN ATTORNEY
OF YOUR OWN CHOOSING BEFORE YOU
DECIDE TO SIGN THIS RELEASE.**

IN WITNESS WHEREOF, intending to be legally bound hereby, we set our hands this _____ day of _____, 20____ :

NOTARY FOR INDIVIDUAL BUYER:

BUYER

STATE OF)
)
COUNTY OF) SS.

On this, the _____ day of _____, 20____, before me _____, [name of notary] the undersigned officer, personally appeared _____ [signer], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

Print Name: _____
My Commission Expires: _____

NOTARY FOR CORPORATION / LLC:

_____ [NAME OF PURCHASING ENTITY]

SIGNER'S PRINTED NAME : _____

SIGNER'S TITLE : _____

STATE OF _____)
)
COUNTY OF _____) ss.

On this, the _____ day of _____, 20_____, before me
_____, [name of notary] the undersigned officer, personally appeared
_____ [signer], who acknowledged himself/herself to be
the _____ [title] of _____ [name of buyer entity],
a corporation or company, and that he/she as such officer or representative, being authorized to do
so, executed the foregoing instrument for the purposes therein contained by signing the name of the
corporation/company by himself/herself as _____ [signer's title].

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

Notary Public

Print Name:

My Commission Expires: