

**DISCLOSURE AND HOLD HARMLESS AGREEMENT  
AND ADDENDUM TO CONTRACT OF SALE  
ENVIRONMENTAL AND/OR MOLD ISSUES**

**THIS DISCLOSURE AND HOLD HARMLESS AGREEMENT AND ADDENDUM TO CONTRACT OF SALE (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between CitiFinancial Mortgage Company, Inc., (hereinafter "Seller") and \_\_\_\_\_, (hereinafter "Purchaser(s)).**

**WITNESSETH**

**WHEREAS, Seller desires to sell and Purchaser(s) desires to purchase that certain parcel of land described as \_\_\_\_\_**

\_\_\_\_\_ (**"The Property"**).

**WHEREAS, Seller, or its representatives, have provided Purchaser(s) with a copy of a report prepared by \_\_\_\_\_ (The "Report")**

**which discusses certain environmental and/or mold related issues affecting the property and/or neighboring properties.**

**WHEREAS, Purchaser(s) have reviewed the contents of the report and have consulted with, or have had the opportunity to consult with environmental and/or mold consultants and/or contractors, attorneys, or other experts and have performed such additional due diligence as Purchaser(s) have deemed appropriate in making a determination to purchase the Property in its current condition on an as is, where is, basis pursuant to the terms of the agreement;**

**WHEREAS, Purchaser(s) acknowledge that Seller has made and will make no representations or warranties expressed or implied regarding the contents, accuracy or completeness of the foregoing reports or the condition of the property and has, among other things, specifically disclaimed any representations or warranties regarding, environmental, environmental protection, mold, pollution, or other issues or compliance with environmental, mold land use or other laws, regulations, orders or requirements.**

**WHEREAS, Seller and Purchaser(s) desire to enter into this Agreement in connection with the sale and purchase of the Property pursuant to a Contract of Sale and a separate Addendum between Seller and Purchaser(s) the ("Contract of Sale and Addendum").**

**NOW, THEREFORE, for and in consideration of the mutual covenants herein made, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:**

**1. Seller agrees to sell and Purchaser(s) agrees to purchase the Property on an "as is, where is" condition pursuant to the Contract of Sale and Addendum and this Hold Harmless Agreement and Addendum, without warranties or representations regarding any environmental, environmental protection, mold, pollution or compliance with environmental, mold and/or land use laws, regulations, orders or requirements, including but not limited to any matters or issues, or identified and/or discussed in any reports, documents or other writing furnished by the Seller and/or obtained by the Purchaser(s).**

**2. Purchaser(s) agrees to accept the Property with the exception set forth hereinabove and agree to indemnify and hold harmless Seller from any and all losses, costs, expenses, liabilities, damages or penalties, including attorneys fees (if any) incurred by Purchaser(s) as a result of: the condition of the property and/or compliance with environmental, mold a land use or other laws, regulations, orders or requirements including but not limited to any matters or issues or potential**

matters or issues identified and/or discussed in the Report or any other reports, documents or other writings furnished by the Seller and/or obtained by the Purchaser(s).

3. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, all the parties hereto, their legal representatives, heirs, successors, and assigns.

4. This Agreement together with the Contract of Sale and Addendum constitutes the entire agreement between the parties hereto on the subject matter hereof, and there are no agreements, understandings, restrictions, or representations between the Parties other than those set forth herein.

5. This Agreement is an Addendum to and made a part of that certain Contract of Sale dated the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, and is incorporated therein by reference.

**SELLER:**

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**PURCHASER(S):**

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(Rev. August 6, 2004)