

PURCHASER NOTICE, ACKNOWLEDGEMENT AND  
HOLD HARMLESS AGREEMENT

This Notice, Acknowledgement and Hold Harmless Agreement (hereinafter, the "Agreement") is to be made part of, and incorporated into, the Real Estate Purchase Contract (the "Contract") between Seller, \_\_\_\_\_ (the "Seller") and Purchaser, \_\_\_\_\_ (the "Purchaser(s)") concerning the purchase from Seller of the property located at 18 DEER RUN RD, AGAWAM, HAMPDEN, MA, 01001 (the "Property"). The Seller and Purchaser agree to the following:

1. Purchaser understands that the Seller acquired the Property by foreclosure, deed-in-lieu of foreclosure, tax sale, or similar process, and as a material part of the sale price to be received by the Seller pursuant to the Contract as negotiated and agreed to by the Purchaser and the Seller, Purchaser acknowledges and agrees to accept the Property in "as is" condition at the time of the closing, including, without limitation, any defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions are/were discoverable through inspection or not.
2. Purchaser understands that by virtue of Seller's acquisition of the Property by foreclosure, deed-in-lieu of foreclosure, tax sale or similar process, Seller is not required to make, and Seller expressly disclaims, any implied or express disclosure or representation regarding the condition of the Property, its contents, construction, mechanicals, utilities, building materials and/or the condition thereof at the time this Agreement and the Contract and any addendums and/or riders are signed, as well as at the time of closing and anytime thereafter.
3. Purchaser acknowledges that Seller, its agents and/or representatives have not made and Seller specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the physical condition or any other aspect of the Property including, specifically for purposes of this Agreement, the structural integrity and/or type, quality or character of materials used in construction of the building foundation, and/or the use or existence of pyrrhotite. In addition, Purchaser acknowledges and represents that except as expressly set forth herein, the Purchaser has not relied upon any representation, warranty, statement, or inducement, express or implied, made by Seller, or any other person on Seller's behalf, or any other person or entity in connection with the sale of the Property.
4. Except for the obligations and rights expressly set forth in this Agreement, in consideration of the recitals, covenants, agreements and other good and valuable consideration, receipt of which is hereby acknowledged, upon the Effective Date of this Agreement, Purchaser and on behalf him/her and their his/her predecessors, principals, parents, heirs, successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies, enterprises, ventures, partners, insurers, investors, attorneys, officers, shareholders, directors, agents, representatives, employees, clients, administrators, executors, personal representatives, present and future spouses (and common law spouses), children, parents, relations, successors, beneficiaries, heirs, next of kin, assigns, executors, administrators, and/or estate, or any and all other persons who could claim through him, hereby unconditionally, irrevocably, forever and fully release, acquit, and forever discharge Freddie Mac, Freddie Mac's

conservator and receiver, Freddie Mac's listing broker(s), Freddie Mac's agents and contractor(s), and their regulators, predecessors, principals, parents, heirs, successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies, enterprises, ventures, partners, insurers, investors, attorneys, officers, shareholders, directors, agents, representatives, employees, clients, administrators, executors, and personal representatives ("Released Parties"), of and from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, interest, costs, expenses, and fees (including reasonable or actual attorneys' fees) which were or could have been raised in, arise out of or relate to or in any way, directly or indirectly, to the sale of the Property.

5. Purchaser acknowledges and represents that he/she has carefully read this Agreement, understands it, signs it voluntarily, and has had the opportunity to seek the advice of an outside attorney prior to its execution. Purchaser further represents that he/she was under no duress or coercion prior to or during the execution of this Agreement.
6. Purchaser agrees that this Agreement is binding on any and all of their subsequent heirs, successors, or assigns.

DATED THIS, the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Name of Purchaser (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Authorized Freddie Mac Agent/Employee

\_\_\_\_\_  
Signature