

## DISCLOSURE, RELEASE, WAIVER, INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS DISCLOSURE, RELEASE, WAIVER, INDEMNITY AND HOLD HARMLESS AGREEMENT (this "Agreement") is made and entered into by and among (BUYER), and (SELLER) and/or any other direct or indirect subsidiary of (SELLER) (together, the "Company"). BUYER and SELLER sometimes referred to herein collectively as the "Parties" and individually as a "Party."

Said Agreement is hereby required by SELLER in order for SELLER to sell and convey, as is where is, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Calhoun County, Alabama, (the Property) described as follows:

*A tract or parcel of land located in the SE 1/4 of the SE 1/4 of Section 23, Township 13 South, Range 6 East, being more particularly described as follows: Beginning at an existing iron on the South line of Section 23, Township 13 South, Range 6 East, said point being North 86 degrees 40 minutes West a distance of 357.96 feet of the Southeast Corner of Section 23, thence North 86 degrees 40 minutes West along the South line of Section 23, a distance of 629.07 feet to an existing iron, thence North 00 degrees 16 minutes East a distance of 633.0 feet to an existing iron on the South line of a County Road, thence South 62 degrees 01 minutes East along the Southerly line at said Road a distance of 729.4 feet to an existing iron, thence South 36 degrees 42 minutes East along the Southwesterly line of said Road a distance of 120.65 feet, thence South 21 degrees 30 minutes West a distance of 249.93 feet to the Point of Beginning. Located in the SE 1/4 of the SE 1/4 of Section 23, Township 13 South, Range 6 East, Huntsville Meridian, Calhoun County, Alabama.*

### (a) BUYER Indemnification of SELLER.

For purposes of this Agreement, "**Seller Indemnified Parties**" means Seller, its owners, shareholders, partners, members, directors, officers, employees and agents, and all Persons or entities acting through, under, or in concert with any of them. For purposes of this Agreement, "**Claims**" means any claims, demands, causes of action, suits, proceedings, debts, liens, encroachments, defects, obligations, liabilities, damages, losses, judgments, orders, penalties, fines, settlements, costs, and expenses (including attorneys' fees and related costs). To the fullest extent permitted by law, Buyer shall defend, indemnify, and hold the Seller Indemnified Parties harmless from and against all Claims arising from Buyer's purchase of the Property and arising from, or related to, whether directly or indirectly, each of the following:

- (i) Any accident, injury, or damage to any Person or to the property of any Person occurring within the Premises;
- (ii) Any accident, injury, or damage to any Person or to the Property of any Person occurring outside of the Premises but in, on, or about the Property, where the accident, injury, or damage results or is claimed to have resulted from any act, omission, or negligence of any Buyer Party. For purposes of this Agreement, "**Buyer**" means Buyer and his/her sub-lessees, contractors, licensees, agents, servants, employees, invitees, or visitors;

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(iii) Any loss or defect in title, including, but not limited to, any liens on title, easements, encroachments, impediments, obstructions, both known or unknown, as to the Property;

**(b) Release and Waiver of Claims.**

(i) BUYER assumes all risk of damage to person and/or property arising from any cause or claim and hereby waives all Claims in respect thereof against the Seller Indemnified Parties;

(ii) BUYER understands and agrees for themselves and each of their present and former heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouses, attorneys, insurers, agents, representatives, predecessors, successors,

assigns and all those who claim through them or could claim through them (collectively the "Releasors") unconditionally and irrevocably, to voluntarily waive, satisfy, hold harmless, release, acquit, and forever discharge SELLER and each of its present, former and future parents, predecessors, successors, assigns, assignees, affiliates, subsidiaries, divisions, departments, subdivisions, owners, partners, principals, trustees, creditors, shareholders, joint ventures, co-venturers, officers and directors (whether acting in such capacity or individually), attorneys, vendors, accountants, nominees, agents (alleged, apparent or actual), representatives, employees, managers, administrators, and/or each person or entity acting or purporting to act for it or on its behalf, as well as any past, present or future person or any entity that held or holds any interest in the Property, including but not limited to SELLER and all of its subsidiaries and affiliates (collectively the "Releasees"), and each of them respectively, from and against any and all past and present claims, counterclaims, actions, defenses, affirmative defenses, suits, rights, causes of action, lawsuits, set-offs, costs, losses, controversies, agreements, promises and demands, or liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known, whether existing now or to come into existence in the future, arising at law or in equity, by right of action or otherwise, including, but not limited to, suits, debts, accounts, bills, damages, judgments, executions, warranties, attorneys' fees, costs of litigation, expenses, claims and demands whatsoever that the Releasors, or their attorneys, agents, representatives, predecessors, successors and assigns, have or may have against the Releasees, for, upon, or by reason of any matter, cause or thing, whatsoever, in law or equity, including, without limitation, the claims made or which could have been made by the Buyer arising from the purchase of the Property in any manner.

**(c) As Is, Where Is.**

Except as expressly set forth in this Agreement to the contrary, BUYER is expressly purchasing the Property in its existing condition "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as expressly set forth in this Agreement, based upon the condition (physical or otherwise) of the Property as of the Effective Date, without any warranty of title by Seller.

**(d) No Warranty or Other Representation.**

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Except as expressly set forth in this Agreement to the contrary, SELLER hereby disclaims all warranties of any kind or nature whatsoever (including, without limitation, warranties of habitability and fitness for particular purposes), whether expressed or implied including, without limitation warranties with respect to the Property. Except as is expressly set forth in this Agreement, including the representations and warranties of Seller set forth herein, which are none, BUYER acknowledges that it is not relying upon any representation of any kind or nature made by Seller, or Seller's Broker, or any of the Seller Related Parties, with respect to the Property, and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

**(e) Survival.**

The provisions of this Agreement shall survive the Closing or the earlier termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing. BUYER understands and agrees that all other agreements, written or otherwise, between BUYER and SELLER, if any should be in existence, are consistent with the contents of this Agreement, and that by executing this Agreement, all parties acted freely and voluntarily, and were not acting under coercion, duress or undue influence.

(i) BUYER understands and agrees that He/She/They had a right and opportunity to obtain legal advice before signing the aforesaid Agreement and He/She/They have either done so or have elected to proceed without legal advice.

(ii) The Parties agree that this Agreement will be binding on the Parties, Parties' representatives, family, guests, affiliates, assigns, agents, or vendors,

(iii) The Parties agree that in the event any part of this Agreement shall be held to be invalid or unenforceable to any extent, the same shall not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes. This Agreement will be governed by and construed under the laws of the Alabama without regard to conflicts-of-laws principles that would require the application of any other law.

**(f) WAIVER OF JURY TRIAL**

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In the event that a dispute survives the Closing or termination of this Agreement, EACH OF SELLER AND BUYER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OF SELLER AND PURCHASER MAY HAVE TO: (A) INJUNCTIVE RELIEF (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT TO THE CONTRARY); (B) A TRIAL BY JURY; (C) INTERPOSE ANY COUNTERCLAIM THEREIN (EXCEPT FOR ANY COMPULSORY COUNTERCLAIM WHICH, IF NOT ASSERTED IN SUCH SUIT,

ACTION, OR PROCEEDING, WOULD BE WAIVED); AND (D) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION, OR PROCEEDING.

**(g) CHOICE OF LAW**

This Agreement and all related documents [including all exhibits attached hereto], and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Alabama, United States of America [(including Alabama Choice of Law Statute(s)], without regard to the conflict of laws provisions thereof.

**BUYER has read the above and foregoing Agreement and fully understands its contents and binding effect and BUYER(S) is signing this Agreement knowingly and voluntarily.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Printed name: (BUYER)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority in and for said County in said State, personally appeared \_\_\_\_\_, who first being duly sworn, states that, being informed of the contents of the document, he/she executed the same voluntarily on the day the same bears date.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Notary Public

My Commission Expires:

(Notary Seal)