

**TOXIC MOLD & ENVIRONMENTAL DISCLOSURE, RELEASE, AND  
INDEMNIFICATION**

The undersigned parties to a purchase contract dated \_\_\_\_\_, 200\_\_, for purchase of property commonly known as \_\_\_\_\_ (the "Property") between \_\_\_\_\_ ("Buyer") and Countrywide Home Loans, Inc. ("Seller"), acknowledge and agree as follows:

Seller has advised Buyer that the Property is or may be affected by a toxic mold, and/or other environmental hazard or condition. Buyer has been advised by Seller 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 aware that exposure to certain species of mold may pose serious health risks. Buyer has been advised that individuals with immune system deficiencies, infants, children, the elderly, and individuals with allergies or respiratory problems are particularly susceptible to experiencing adverse health effects following mold exposure.

Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property 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 Sellers that habitation of the Property without further remediation may subject the inhabitants to potential health risks and/or bodily injury. Buyer acknowledges that it is the responsibility of Buyer to conduct any remediation on the Property.

Buyer also acknowledges that the Property is being sold and conveyed AS-IS. Buyer represents to Seller that Buyer has made his/her own inspection and evaluation of the Property and accepts the Property in its current AS-IS condition. Buyer has elected to purchase the Property from Seller in an AS-IS condition with full knowledge of the potential condition of the Property and the potential liability that Buyer could incur as the owner of the Property for claims arising out of any toxic mold contamination, and/or other environmental hazard or condition on the Property. Buyer agrees that the purchase price of the Property reflects the agreed upon value of the Property AS-IS including the aforementioned disclosures.

Buyer understands and acknowledges that the Property was acquired by Seller through foreclosure and that Seller has never occupied the Property. Buyer acknowledges that Seller has not made and does not make any express or implied representations or warranty of any kind with respect to the environmental condition of the Property or whether the Property is in compliance with any local, state, or federal environmental law, code, or standard. Buyer hereby agrees not to pursue any claims against Seller and any successor to Seller, the directors, officers, employees, partners, shareholders, representatives, and agents of Seller and such assignees and successors of Seller, for any violations of such laws, codes, or standard, or for costs incurred in conducting investigations pursuant to such laws, codes or standards. In addition, Buyer, for

himself/herself, and for all invitees, agents, heirs, and assigns hereby forever waives and releases Seller and any successor to Seller, the directors, officers, employees, partners, shareholders, representatives and agents of Seller and such assignees and successors of Seller, and their respective heirs, executors, administrators, legal representatives, successors and assigns, from any and all claims, damages, losses, attorney fees, and costs or expenses of any kind or nature sustained or arising directly or indirectly from, or relating in any way to, or in connection with any known or unknown condition of the Property or the improvements thereon, including but not limited to, the existence of toxic mold, and/or other environmental hazards or conditions on the Property.

Buyer also agrees to indemnify and fully protect, defend and hold Seller, and any successor to Seller, the directors, officers, employees, partners, shareholders, and agents of Seller and such assignees and successors of Seller, and their respective heirs, executors, administrators, legal representatives, successors and assigns, from and against any and all claims, damages, losses, attorney fees, and costs, or expenses of any kind or nature sustained or arising directly or indirectly from, or relating in any way to, or in connection with any known or unknown condition of the Property or the improvements thereon, including but not limited to, the existence of toxic mold, and/or other environmental hazards or conditions on the Property.

BUYER:

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 200\_\_

SELLER:

Countrywide Home Loans, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 200\_\_