

WAIVER AND RELEASE

In consideration for access to and the right to inspect that certain 429.15 acre tract of real property located at 0 FM 1663, Hankamer, TX 77560 ("Property"), and before entering upon same, (Individual(s) printed name(s) _____, as "Prospective Buyer(s)" hereby agrees to and acknowledges the following.

1. The Sellers of the Property are:

- Debra M. Luckey
- Brenda L. Helmandollar
- Marilyn T. Roberts
- Susan L. Permenter
- Carol E. Roberts
- Claude C. Roberts, Jr.
- Eleanor R. Leonard
- Eugenia E. Molthen
- John Matthew Roberts

Hereinafter collectively referred to as "Sellers".

2. Chad Andrus and Mock Ranches/Keller Williams are acting as brokers for the Sellers (collectively "Broker").

3. John Shafer owns the cattle grazing on the Property and is a tenant on the Property ("Tenant").

4. The Property is rural farm and ranch land that may contain uneven ground, reptiles, cattle, areas of water, and other possible dangers that exist within rural properties.

5. The Property is being used to graze cattle which will likely be present at the time of any inspection or entry onto the Property. The cattle are not contained within a specific area of the Property.

6. Entry onto the Property must be at a time when a representative of Broker is present. Prospective Buyer(s) will not enter upon or attempt to open the gate at the Property without a representative of Broker present.

7. PROSPECTIVE BUYER(S), ON BEHALF OF THEMSELVES, THEIR HEIRS AND ASSIGNS, DO HEREBY RELEASE SELLERS, BROKER, AND TENANT FROM ANY AND ALL CLAIMS, WITHOUT LIMITATION WHATSOEVER, RELATED TO THEIR ACCESS TO THE PROPERTY. PROSPECTIVE BUYER(S), ON BEHALF OF THEMSELVES, THEIR HEIRS AND ASSIGNS, SHALL INDEMNIFY, DEFEND AND HOLD SELLERS, BROKERS, AND TENANT, AND THEIR RESPECTIVE AGENTS, HEIRS, ASSIGNS, AND REPRESENTATIVES HARMLESS FROM ANY LOSS, PERSONAL INJURY, PROPERTY DAMAGE, CLAIM, LIEN, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES), ARISING OUT OF OR IN CONNECTION WITH THE ACCESS CONTEMPLATED HEREBY, INCLUDING WITHOUT LIMITATION ANY CLAIMS ARISING, IN WHOLE OR IN PART, OUT OF THE NEGLIGENCE OF SELLERS, BROKERS, OR TENANTS. THE INDEMNITY PROVIDED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

AGREED and ACCEPTED on this _____ day of _____, 202_.

Prospective Buyer

Prospective Buyer

Prospective Buyer