

Contingency Removal

The undersigned Buyer/s and Seller/s of the business known aslocated at
hereby removes all contingencies on the Purchase Agreement dated, except;
which reads as follows:
Buyer/s agrees and understands that Liberty Business Advisors"is acting as the Seller's Broker/Agent in this transaction. In this capacity as a Broker/Agent of the Seller, Broker/Agent is providing information/data that has been provided by the Seller without any independent investigation of the information/data by the Broker/Agent of Liberty Business Advisors, .
The Buyer is advised to conduct their own investigation and rely solely on their investigative findings to establish the integrity and truthfulness of each item of importance These items include, but are not limited to books, records, functionality of equipment zoning, permits, licenses, health and environmental hazardous materials. Health and environmental hazardous materials include, but are not limited to asbestos, radon gas, paint solvent, fuel, medical waste, surface or underground storage tanks, contaminated soil or water.
Liberty Business Advisors, acting as Brokers/Agents, are <u>not qualified</u> to give the Buyer/sprofessional advice with regard to legal, accounting, environmental materials issues zoning, permits or functionality of any equipment. Liberty Business Advisors encourages the Buyer/s to seek professional assistance from a qualified individual to represent Buyer/s interests prior to removing any contingencies and completing the transaction.
The undersigned Buyer/s agree that they have read the above statements and agree that they have performed their own independent investigation with regard to the above business/property in addition, the undersigned agrees not to use any of the information/data provided to Broker/Agent against Liberty Business Advisors or its Broker/Agent as evidence in any legal dispute. The Buyer agrees to hold Liberty Business Advisors Broker/Agent harmless and indemnifies them for any legal fees or damages that may arise as a result of any information/data that Buyer claims was received from Broker/Agent's representation or performance.
Both parties (Buyer & Seller) mutually agree and irrevocably instruct escrow to release Broker's commission immediately after close of escrow or 10 days after closing date specified in Purchase Agreement unless otherwise agreed upon by Broker only.
Buyer/Seller: Date:
Buyer/Seller: Date: