

ACKNOWLEDGEMENT

The Undersigned hereby acknowledges that they have reviewed the Commitment for Title Insurance issued by Westcor Land Title Insurance Company under File No. CE1906-TX-3541379 and understand that the Owner's policy to be issued will contain the following exceptions and make no objection to said exceptions:

Any claim, right, loss or damage which may arise due to the fact that subject property is occupied by non-owners, including, but not limited to, property damage caused by the occupants and legal costs to remove said occupants from subject property.

Real Estate Solid Solutions LLC

11/22/2019

BY:

Wael S El-Lithy
W A E L S E L L I T H Y

Date Signed

Acknowledgement

STATE OF Washington
COUNTY OF Snohomish

On this 22nd day of November, 2019, before me appeared Wael Shaker Awad El-Lithy, personally known to me to be the person who executed the foregoing instrument and being sworn by me stated that the facts and matters stated therein are true according to the best of his/her knowledge and belief, and acknowledged to me that s/he executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary's Signature

[Signature]

Commission Expiration:

12/01/2019



INDEMNITY AND HOLD HARMLESS AGREEMENT

This **Indemnity and Hold Harmless Agreement** ("Agreement") is entered into on 11/22/2019, by and between **PHH Mortgage Corporation** ("Seller"), and **Real Estate Solid Solutions LLC** ("Buyer") (collectively, the "Parties").

WHEREAS, Buyer is acquiring the real property, improvements, appurtenances and hereditaments, at 12019 Pocatello Drive, Tomball, TX 77377 (the "Property");

WHEREAS, the Property is subject to certain violations and liens (the "Violations") some of which are described in the **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, Buyer has been made aware of these Violations, and having had opportunity to review the attached Exhibit A, is aware of the same and with understanding of the issues enumerated in the Exhibit A and any other that may arise or is not known, will be taking the Property in "as is" or "as is where is" condition; and

WHEREAS, Buyer further agrees to indemnify and hold harmless Seller for any and all of Seller's actual or alleged liabilities and defense costs regarding the Property that have or may result from the aforementioned Violations, including but not limited to any fines or liabilities already imposed but not yet paid, as well as any citations or fines that have not yet been imposed that may be incurred after the Property is conveyed via this pending sale;

WHEREAS, Buyer acknowledges that the aforementioned Violations does not limit other or future actions in relation to the Property, and that Buyer bears full responsibility for any such actions that have or may arise as well, whether occurring before or after the change in ownership of the Property.

NOWHEREFORE, in consideration of the promises and agreements contained in this Agreement, including the recitals set forth above, and other good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

- 1. Indemnification.** In consideration of Seller proceeding with the sale of the Property which is subject to the Violations, Buyer hereby agrees, on behalf of itself and its 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, heirs or successors in interest and assigns, and each of them (the "Releasors"), to **RELEASE AND INDEMNIFY, HOLD HARMLESS, AND FULLY PROTECT, DEFEND, HOLD AND FOREVER DISCHARGE** the owner of the Property, Seller, the Seller's agents, the Listing Broker, their employees, representatives and contractors, (including but not limited to Seller's servicer, sub-servicer and asset manager, all of whom shall be deemed to be intended third-party beneficiaries to this Agreement), their 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, appraisers, contractors, tenants, brokers, heirs or successors in interest and assigns, and each of them (the "Releasees"), from any and all claims, demands, fines, costs, liabilities, actions, causes of action or suits in equity of any and every kind or character, for or because of anything done, permitted to be done or omitted, whether known

or not now known to the Parties, now or hereafter accruing, arising under statute, equity or the common law, 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 in any way, directly or indirectly relating to the "as-is" or "as is where is" condition of the Property, all code violation issues at the Property, including but not limited to those enumerated in the Violation, as well as the Closing settlement and insuring of the transaction conveying the Property, as set forth in the Purchase Agreement.

2. **Construction.** Any capitalized terms or terms in quotations not defined in this Agreement shall have the meaning given such term in the Purchase and Sale Agreement between the Parties (the "Purchase Agreement"). To the extent that this Agreement is inconsistent with the terms and conditions of the Purchase Agreement, the terms and conditions of this Agreement shall control. All other terms and conditions as set forth in the Agreement shall remain in full force and effect.
3. **Buyer's Covenants.** Buyer covenants and agrees that:
 - (a) Buyer agrees to purchase the Property subject to the Violations and any fines and court costs, preliminary or permanent injunctions, alternative dispute resolution procedures and any other current or future actions that have or may result from the Violations and/or any code violations relating to the Property; and
 - (b) Buyer shall be solely responsible for all of the Seller's liabilities on the Property that have or may result from the Violations, including any fines or liabilities already imposed but not yet paid in connection with the Violations and/or any code violations; and
 - (c) Buyer agrees to take all steps to rehabilitate and repair the Property or in the alternative will assume full liability for the cost of demolition should it become necessary.
4. **No Representations or Warranties by Seller.** Seller makes no warranties or representations as to the condition of the Property.
5. **Survival.** Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraph 1 and Paragraph 3 of this Agreement, as well as any other provision which contemplates performance or observance by Buyer subsequent to any termination or expiration of this Agreement, shall survive the Closing, funding and the delivery of the deed and/or termination of this Agreement by any Party and continue in full force and effect.
6. This Agreement is irrevocable and binding on and inures to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.
7. This Agreement contains the entire agreement between the Parties. It supersedes any and all prior agreements, arrangements, or understandings between the Parties on all subjects in any way related to the transaction or occurrence described in this Agreement. No oral understandings, statements, promises, or inducements contrary to or consistent with the terms of this Agreement exist. This Agreement is not subject to any modification, waiver, or addition that is made orally. This Agreement is subject to modification, waiver, or addition only by means of a writing signed by all Parties with a date subsequent in time to the date hereon.
8. In the event any party to this Agreement should be required to resort to a court of competent jurisdiction to construe or enforce this Agreement, the prevailing party shall be entitled to recover its costs, including attorney's fees and other expenses incurred in such action. Any award of attorney's fees hereunder shall not be computed according to any court schedule, but, instead, shall be in such amount as to fully reimburse all attorney's fees actually incurred in good faith,

regardless of the size of any judgment, since it is the intention of all Parties to compensate fully the prevailing party for all attorney's fees paid or incurred in good faith.

9. A Party shall be in default of an obligation pursuant to this Agreement only if said obligation has not been performed in a timely or proper manner and the appropriate party has been given written notice of the failure to timely and/or properly perform and failed to cure the default within three (3) days after delivery of written notice of the default and the action required to cure said default.
10. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
11. Any instrument, payment, or notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, upon actual delivery or when deposited in an official depository of the United States Mail and sent postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties, as the case may be at the addresses set forth opposite their signature below or at such other address as the Parties may notify each other in accordance with the terms hereof.
12. This Agreement is signed, accepted and agreed to by all Parties by and through their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Agreement. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.
13. This Agreement shall be governed by the laws of Delaware, and any question arising hereunder shall be construed or determined according to such law.
14. The drafting and negotiation of this Agreement has been undertaken by all Parties hereto and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by all of the Parties hereto with no presumption in favor of one party over another in the event of any ambiguity.
15. Time is of the essence with respect to the performance of any and all provisions of this Agreement.
16. This Agreement shall be deemed effective on the date that it is signed by all Parties hereto.
17. If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement on the date set forth opposite his, her, or its name below. The undersigned hereby certify that they have read and fully understand all of the terms, provisions, and conditions of this Agreement and have executed this Agreement voluntarily.

Dated: _____

PHH Mortgage Corporation

Name: _____

Title: Authorized Signatory

Dated: 11/22/2019

Wael S. Ellithi

Real Estate Solid Solutions LLC

Name: Wael S. Ellithi

Title: MANAGER

Dated: _____

Name: _____

Title: _____

Exhibit A

EXHIBIT A

ADDENDUM TO PURCHASE AND SALE AGREEMENT

THIS ADDENDUM TO PURCHASE AND SALE AGREEMENT (“Addendum”) is dated as of 11/22/2019, by **PHH Mortgage Corporation** (“Seller”), and **Real Estate Solid Solutions LLC** (“Buyer”) (collectively, the “Parties”), and supplements that certain Purchase and Sale Agreement between the parties of even date herewith (“Purchase Agreement”).

1. **Buyer's Acknowledgments.** Buyer understands and acknowledges that:
 - (a) The Property is subject to violations and liens (the “Violations”) described in the 11/22/2019 Indemnity and Indemnity and Hold Harmless Agreement (the “Hold Harmless Agreement”) by and between the Parties, said agreement incorporated herein by reference. Buyer has been made aware of the Violations, and, as more fully described in the Hold Harmless Agreement, is aware of the same and with understanding of the issues enumerated and any other that may arise or is not known, will be taking the Property in “as is” or “as is, where is” condition.
2. **Additional Contingencies.** Buyer understands, acknowledges, and agrees that:
 - (a) The Purchase Agreement is contingent upon the Buyer and the Seller agreeing to and entering into the Hold Harmless Agreement, wherein the Buyer, among other things, will agree to take immediate steps to repair and rehabilitate the subject Property, and to accept liability for the Violations and any costs, fines, or penalties that have or may be incurred as a result of these or any other past, pending, or future cases or violations relating to the condition of the subject Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Addendum on the date set forth opposite his, her, or its name below. The undersigned hereby certify that they have read and fully understand all of the terms, provisions, and conditions of this Addendum and have executed this Addendum voluntarily.

Dated: _____

PHH Mortgage Corporation

Name: _____

Title: Authorized Signatory

Dated: 11/22/2019

Wael S Ellithy

Real Estate Solid Solutions LLC

Name: WAE L S ELLITHY

Title: MANAGER

Dated: _____

Name: _____

Title: _____