

RE: Address: \_\_\_\_\_ (“The Property”)

Seller and Buyer hereby acknowledges that:

- The form of contract (“Contract”) which is being proposed for The Property, a copy of which is attached hereto, and which has been submitted to Mokha Real Estate by the proposed Buyer or his agent is not in the form used, or provided by the California Association of Realtors or Mokha Real Estate. Mokha Real Estate is not familiar with this Contract, its form, or its contents, and has not undertaken and will not undertake to review its contents and, further, Mokha Real Estate has not made and will not make any representations or warranties whatsoever, regarding its terms, conditions, or other content, its lack of terms, conditions or other content, its ability to accomplish Seller’s or Buyer’s intended purpose(s), or any obligations, loss, liabilities, or expenses of any kind, that may be created by its use by Seller and Buyer, or by reliance thereon by any third party.
- **Buyer and Seller are strongly advised to have this transaction and the Contract, including its potential ramifications, reviewed and approved by independent legal counsel prior to execution.**
- **For valuable consideration, including without limitation, London’s continued representation of Seller, London’s presentation to Seller of Buyer’s offer, and the making of this disclosure by Mokha Real Estate, Buyer and Seller hereby, individually and jointly and severally, forever remove, relinquish, waive, discharge, release and agree to hold harmless Mokha Real Estate and its agents, officers, directors, and shareholders from any and all demands, actual damages, costs, causes of action, legal or administrative proceedings, remedies, setoffs, attorney’s fees, claims, liabilities, punitive damages, losses, expenses or damages of any kind, in law or equity, known or unknown, which either Seller or Buyer incurs or claims as a result of this transaction, including, but not limited to those which may originate from, or be associated with, the use this Contract, the conditions, terms or contents of the Contract, or any terms, conditions, or content that may be absent therefrom.**
- **It is the undersigned Seller’s and Buyer’s intent to acquire and grant the broadest possible release of all claims of the undersigned, whether known or unknown, against Mokha Real Estate, its agents, officers, directors and shareholders, . Therefore, each of the undersigned hereby expressly waives the provisions and benefits of section 1542 of the California Civil Code which provides as follows:**

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor (London).”**

*Mokha Real Estate DRE#02089481*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER