

ADDENDUM #1 TO LISTING AGREEMENT

ACKNOWLEDGEMENT OF WARNING OF CONDITIONS THAT EXIST ON THE PROPERTY

As used herein the following definitions are used:

The term "Property" shall mean the land described as AO173 John Fox Survey, 80.2800 acres currently owned by Bob and Kathy Derryberry.

The term "I/We" and/or "Me/Us" shall mean the persons who enter the property for a tour and/or inspection of the Property.

The term "Owner" shall mean Bob and Kathy Derryberry.

The term "Broker" shall mean Bubela & Associates, Inc. and its agents and employees.

I/We acknowledge that I/We have been ADVISED, WARNED AND MADE AWARE that there exist condition(s) on the Property that could cause property damage, injury and/or death if encountered by Me/Us during our tour and/or inspection of the Property. These conditions include, but are not limited to, natural ground holes in the pastures, gopher holes in the pastures, two ponds, a creek in the tree pasture West of the barn that leads to the ponds, and electric fences throughout the Property and surrounding the Property. I/We also agree that we will **PROTECT, DEFEND, INDEMNIFY AND HOLD BROKER AND OWNER HARMLESS FROM ANY DAMAGES, COSTS, ATTORNEY'S FEES AND EXPENSES THAT ARE IN ANY WAY RELATED TO OR ARISE OUT OF ANY TOUR AND/OR INSPECTION OF THE PROPERTY.**

Additionally, I/We agree that only a person(s) with a valid driver's license, which license is neither suspended nor revoked and is active at the time of the tour and/or inspection of the Property, will operate any motor vehicle on the Property during any tour

and/or inspection of the Property. I/We agree that under no circumstances will I/We operate or attempt to operate any other type or kind of motorized vehicle including, but not limited to, all terrain vehicles, motorcycles and/or four wheelers during any tour and/or inspection of the Property. I/We also agree that we will **PROTECT, DEFEND, INDEMNIFY AND HOLD BROKER AND OWNER HARMLESS FROM ANY DAMAGES, COSTS, ATTORNEY'S FEES AND EXPENSES THAT ARE IN ANY WAY RELATED TO OR ARISE OUT OF THE OPERATION OF ANY MOTOR VEHICLE BEING OPERATED BY ME/US DURING ANY TOUR AND/OR INSPECTION OF THE PROPERTY.**

Signed the _____ day of _____, 2015

Agent for Broker/Owner

Visitor

Visitor

Visitor

Minor

Parent/Guardian

Minor

Parent/Guardian

Minor

Parent/Guardian