RELEASE OF LIABILITY, CONSENT FOR EXPOSURE TO DANGEROUS AND HAZARDOUS CONDITIONS, AND ASSUMPTION-OF-THE-RISK

The novel coronavirus ("<u>COVID-19</u>") pandemic has been declared a public health emergency in the United States. Due to the highly contagious and dangerous nature of COVID-19, any person entering the Premises (hereinafter defined) is required to deliver to Owner a signed copy of this Release of Liability, Consent for Exposure to Dangerous and Hazardous Conditions, and Assumption-of-the-Risk (this "<u>Release</u>").

Effective Date:	[, 20]
Owner: (check all boxes that apply): [NOTE: Check all boxes that apply]	☐ [] ☐ Bank of America, N.A., as Trustee for THE STRAND TRUST (100%).
Agent: (check the box that applies): [NOTE: Check the one that applies]	 □ Bank of America, N.A., as agent for [] [NOTE: If Owner is not comprised of multiple parties or if Bank of America, N.A. is agent for all of the parties comprising Owner, insert "Owner". If Bank of America, N.A. is agent of one or more of the parties comprising Owner, but not for all of the parties comprising Seller, insert the names of the parties for which Bank of America, N.A. acts as agent.] □ Not applicable
<u>Invitee</u> :	
Premises:	The property located at 1617 GRANVIA ALTAMIRA. PALOS VERDES ESTATES, CA

I, the undersigned ("Invitee"), have knowingly and willingly received permission to enter on the Premises. I understand and will abide by the terms, provisions, and conditions of this Release. As used in this release, the terms I, my person, and myself include my guests, invitees, employees, agents, contractors, subcontractors, assigns, family members, and minors; provided, however, that I acknowledge and agree that signing and delivering this Release to Owner and Agent (if applicable) does not give me the right or authority to allow any person other than myself to enter the Premises (including, without limitation, any minor person).

WARNING OF THE DANGEROUS CONDITIONS ON THE PREMISES:

I acknowledge and understand that no warranty, either express or implied, is made by the Owner or Agent (if applicable) as to the condition and/or the safety of the Premises. Further, I acknowledge that there is an assumption of my exposure to any disease, including, without limitation, COVID-19 or any derivative disease thereof, by entering the Premises. This document is sufficient warning that dangerous conditions, risks, and hazards exist, both obvious and latent, both natural and man-made that can cause serious bodily injury or death and damage or destruction of myself (including, for the avoidance of doubt,

exposure to, and potential contraction of, any disease, including, without limitation, COVID-19 or any derivative disease thereof). I expressly assume all such dangers, risks, and hazards, whether or not listed above.

WAIVER, RELEASE AND INDEMNITY OF CLAIMS

In consideration for the right to enter the Premises, (a) I hereby WAIVE, ACQUIT, RELEASE AND FOREVER DISCHARGE any and all losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses (including, without limitation, court costs and attorneys' fees) against any of Owner Parties (hereinafter defined) that arise from or relate to my exposure to, and potential contraction of, any disease, including, without limitation, COVID-19 or any derivative disease thereof, as a result of my activities on, or access or entry to, the Premises, and agree not to sue any of Owner Parties for such losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses incurred in connection therewith, and (b) I agree to PROTECT, DEFEND UPON REQUEST WITH COUNSEL ACCEPTABLE TO OWNER PARTIES, INDEMNIFY, REIMBURSE AND HOLD HARMLESS OWNER AND ITS EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, PARTNERS, AGENTS (INCLUDING, WITHOUT LIMITATION, BANK OF AMERICA, N.A.), INVESTORS, HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND AFFILIATES (INCLUDING, WITHOUT LIMITATION, BANK OF AMERICA CORPORATION, BANK OF AMERICA, N.A., AND MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED) AND EACH OF THEIR CURRENT, FORMER AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, SUCCESSORS, SUBSIDIARIES, ADMINISTRATORS, INSURERS, SURETIES, ASSIGNS, REPRESENTATIVES, AGENTS, HEIRS, ATTORNEYS, GENERAL AND LIMITED PARTNERS, AND INDEPENDENT MANAGERS (COLLECTIVELY, "OWNER PARTIES," AND EACH INDIVIDUALLY, A "OWNER PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), DEMANDS, CAUSES OF ACTION, DEMANDS, AND DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY AND INDIRECT DAMAGES), SUITS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES, CONSULTANT FEES AND EXPERT FEES) BROUGHT BY, OR INCURRED AS A RESULT OF, ANY THIRD PARTY THAT I COME INTO DIRECT CONTACT WITH AFTER ACCESSING THE PREMISES THAT CONTRACTS ANY DISEASE, INCLUDING, WITHOUT LIMITATION, COVID-19 OR ANY DERIVATIVE DISEASE THEREOF (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS"), WHETHER OR NOT CAUSED IN WHOLE OR PART BY ANY OWNER PARTY'S ACTIVE OR PASSIVE NEGLIGENCE, OR GROSSLY NEGLIGENT CONDUCT. THE PARTIES ACKNOWLEDGE THAT THIS RELEASE COMPLIES WITH AND SURPASSES THE REQUIREMENTS OF THE EXPRESS NEGLIGENCE TEST AND ALL OTHER RISK SHIFTING PRINCIPLES UNDER APPLICABLE LAW. For avoidance of doubt, the term "Owner Parties" shall include Owner, and the term "Invitee Parties" shall include Invitee.

I covenant and agree that I, my heirs, successors, and assigns and my employees, agents, contractors, subcontractors, invitees, licensees, representatives, guests or any other person acting on my behalf will not make Claim against the Owner Parties, and I agree to DEFEND AND INDEMNIFY each Owner Party for any and all Claims of the undersigned and/or a third party in accordance with the immediately preceding paragraph.

It is understood by the parties that there are no limitations to the indemnification obligations of Invitee under this Release, in that it is not necessary for Owner or any Owner Party to have successfully defended any claim on the merits or otherwise, and this is intended to provide complete indemnification coverage for partial success, settlements, compromises, and dismissals.

LENGTH OF AGREEMENT

This Release of Liability, Consent for Exposure to Dangerous and Hazardous Conditions, and Assumption-of-the-Risk applies during the time that I am permitted on the Premises, now and in the future until it is expressly revoked by me in writing and Owner receives actual notice of such revocation.

<mark>INVITEE</mark>:

Ву:			
Name:			
Date:			