

EXCULPATION OF INDEPENDENT EXECUTOR

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Independent Executor, Frank Conci, while in form purporting to be the representations, covenants, undertakings and agreements of the Independent Executor, Frank Conci, are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Independent Executor, Frank Conci, or for the purpose or with the intention of binding the said Independent Executor, Frank Conci, personally, but are made and intended for the purpose of binding the Estate property, and this agreement is executed and delivered by said Independent Executor, Frank Conci, not in his own right, but solely in the exercise of the powers conferred upon Frank Conci, as such Independent Executor; and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Independent Executor Frank Conci, on account of any undertaking or agreement herein contained, within expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of the Independent Executor, including those as to title, are those of Independent Executor in his fiduciary capacity only. Any and all personal liability of the said Independent Executor, Frank Conci, is expressly waived by the parties hereto and their respective successors and assigns.

Date: _____

Date: _____

SELLER:
Estate of Margaret Randolph

BUYER:

Frank Conci,
Independent Executor
