

Acceptance and Disclaimer

It is a material element of the Contract and sale of that certain property described as, _____, _____ County, Texas being sold by Prosperity Bank ("Bank") to _____ ("Purchaser"), that the Bank makes no representations or warranties whatsoever with regard to the property, including but not limited to, any improvements, fixtures, furnishings or equipment, the roof, the foundation or anything in, on, about or relating to the property or to any environmental, zoning, or flood conditions, matters or certifications. Purchaser understands and acknowledges that the property is being purchased in an "as is" condition and Purchaser hereby waives any claim whatsoever he/she may have against the bank with regard to the property or anything in, on, about or relating to the property and, Purchaser hereby releases the Bank from any and all liability or obligations in connection with same.

Purchaser acknowledges that the property has been made available for complete inspection, appraisal and evaluation prior to the execution of the contract and closing of the sale and Purchaser hereby acknowledges and covenants that he/she accepts the property in its present condition with no reservations or qualifications whatsoever. Purchaser further acknowledges that the Bank shall not be responsible for any change in the condition of the property including but not limited to, any improvements, fixtures, furnishings or equipment, the roof, the foundation or anything in, on, about or relating to the property or to any environmental, zoning, or flood conditions, matters or certifications, which may occur between the date of the contract and the date of the sale contemplated therein. Any repairs that the Bank may have agreed to perform prior to closing shall be deemed to have been accepted by Purchaser as completed and satisfactory at the time of closing and the bank shall not be responsible for any further repairs or warranties whatsoever of any kind or nature after closing of this transaction.

Purchaser acknowledges that the above disclaimer has been read and that he/she clearly understands same. Purchaser agrees to sign the Acceptance and Disclaimer and understands that if the Acceptance and Disclaimer is not executed by the Purchaser, the contract becomes voidable, at the Bank's option and the earnest money deposited forfeited and the Bank shall have no further liability or obligation to Purchaser.

Witness the signature of the undersigned, this the ____ day of _____, _____.

Purchaser:

Seller:
Prosperity Bank

By: _____
Name: _____
Title: _____

By: *Tiffaney Edwards* _____
Name: Tiffaney Edwards
Title: Senior Vice President