

INDIAN LAND CLAIM DISCLOSURE

This Addendum is attached to and made part of that certain Contract for Purchase and Sale of Real Estate dated _____ by and between the undersigned parties, conveying the premises more particularly described as _____.

The terms used in this Addendum shall have the same definitions set forth in the Contract unless otherwise set forth herein. The provisions of this Addendum shall prevail over any inconsistent or conflicting provisions of the Contract.

1. Purchaser and Seller hereby acknowledge that they are aware that the Premises are or may lie in lands claimed by the Oneida Indians and that fact shall not be raised by Purchaser or Seller as grounds for refusing to close on the Premises.

2. Purchaser and Seller agree that the title to the Premises may be in the Oneida Indians and that the warranty of title in the deed conveying the Premises shall be subject to said exception.

3. Purchaser and Seller agree, at the time of closing, to sign a waiver releasing their respective attorneys from any liability arising out of any claims that title to the Premises may be in the Oneida Indians.

4. In the event that the Contract is subject to a financing contingency and the Lender requires a policy of title insurance insuring against any claims of the Oneida Indian or in the event Purchaser personally desires such coverage, the expense shall be born solely by the Purchaser.

5. Purchaser and Seller agree that the terms of this Addendum shall not affect the rights and obligations of Purchaser and Seller under the Contract as they relate to any other title defect.

Purchaser	Date	Seller	Date
		<i>Alexandra J. Marcella</i>	<i>7/20/16</i>
Purchaser	Date	Seller	Date