

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to (i) inspect the lumber and other building materials located on the properties located at 5401 West 11800 South, Herriman, Utah (the "Sagegate Property") and 11901 South Freedom Park Drive, Herriman, Utah (the "Rosegate Property") that are to be sold at the auction scheduled for March 7, 2017, at 10:00 a.m. (the "Auction") conducted by Statewide Auction Company ("Statewide") on behalf of Partreo, LLC, an Ohio limited liability company ("Partreo") on the Rosegate Property, (ii) attend the Auction, and (iii) if I am a winning bidder at the Auction, remove the items for which I am the winning bidder (each an "Activity" and collectively, the "Activities"). The Sagegate Property and the Rosegate Property are owned by Partreo and URSUS, Inc., a California corporation ("URSUS"). As lawful consideration for the intangible value that I will gain by participating in any of the Activities, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I AM AWARE AND UNDERSTAND THAT SAGEGATE PROPERTY AND THE ROSEGATE PROPERTY ARE UNFINISHED CONSTRUCTION SITES THAT ARE EXPOSED TO INCLEMENT WEATHER AND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT ATTEMPTS TO ASSIST ME WITH THE ACTIVITIES OR EMERGENCY RESPONSE OR RESCUE OPERATIONS OF STATEWIDE, PARTREO, URSUS, OR ANY OF THEIR AGENTS OR AFFILIATES. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF STATEWIDE, PARTREO, URSUS, OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Statewide, Partreo, URSUS, and their respective officers, directors, employees, agents, affiliates, shareholders, members, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to my participation in any of the Activities, whether arising out of the negligence of any Releasees or otherwise. I covenant not to make or bring any such claim against the any of the Releasees, and forever release and discharge the Releasees from liability under such claims.

This Agreement constitutes the sole and entire agreement of Statewide, Partreo, and URSUS, on the one hand, and me, on the other hand, with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Statewide, Partreo, and URSUS and their respective successors and assigns, on the one hand, and to me and my family, spouse, employer, heirs, assigns and personal representatives, on the other hand. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Salt Lake County, State of Utah, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

Signed:

Name of company or person I am representing:

Individually and, if representing a company or person, on behalf of such company or person

Address:

Printed Name:

Date: _____