

## ADDENDUM A

This Special Provisions Addendum (this “Addendum”) is made a part of that \_\_\_\_\_ Contract (the “Contract”) between \_\_\_\_\_ (“Seller”) and \_\_\_\_\_ (“Buyer”). To the extent there is a conflict or ambiguity, the terms and provisions of this Addendum shall control over the Contract.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THE CONTRACT TO THE CONTRARY, Buyer and Seller agree to the following:

### 1. **AS-IS Sale.**

(a) Except for any express warranties and representations contained in the Contract or any instrument, document, or Contract to be delivered to Buyer at Closing, Buyer is not relying on any written, oral, implied, or other representations, statements, or warranties by Seller or any agent of Seller or any real estate broker or salesman. Seller will not have any liability to Buyer, and Buyer shall release Seller from any liability (including, without limitation, contractual and/or statutory actions for contribution or indemnity), for, concerning, or regarding: (i) the nature and condition of the Property, including, without limitation, the suitability thereof for any activity or use; (ii) any improvements or substances located thereon; or (iii) the compliance of the Property with any laws, rules, ordinances, or regulations of any government or other body. EXCEPT FOR ANY EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED IN THE CONTRACT OR ANY INSTRUMENT, DOCUMENT, OR CONTRACT TO BE DELIVERED TO BUYER BY SELLER AT CLOSING, SELLER HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. BUYER AFFIRMS THAT AS OF THE EXPIRATION OF THE INSPECTION PERIOD, IT WILL HAVE HAD ADEQUATE TIME TO: (i) INVESTIGATE AND INSPECT THE PROPERTY AND BECOME FAMILIAR AND SATISFY ITSELF WITH THE PHYSICAL CONDITION OF THE PROPERTY; AND (ii) MAKE ITS OWN DETERMINATION AS TO THE MERCHANTABILITY, QUANTITY, QUALITY, AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION AND THE PROPERTY’S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. BUYER HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION (INCLUDING ENVIRONMENTAL CONDITIONS) ON AN “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS” BASIS. BUYER FURTHER ACKNOWLEDGES THAT WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE AND THAT SELLER DOES NOT HAVE, AND WILL NOT UNDER ANY CIRCUMSTANCES HAVE, ANY OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION, OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. BUYER AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS

SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING BEFORE, AT, OR AFTER THE TRANSFER OF THE PROPERTY. BUYER AND ITS SUCCESSORS AND ASSIGNS HEREBY RELEASE SELLER OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT BUYER OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST SELLER OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY. THIS WAIVER AND RELEASE OF CLAIMS SHALL SURVIVE THE CLOSING AND THE LANGUAGE CONTAINED HEREIN SHALL BE REPRODUCED IN THE DEED PROVIDED FROM SELLER TO BUYER AT CLOSING.

(b) Seller and Buyer acknowledge that the compensation to be paid to Seller for the Property has been decreased to take into account that the Property is being sold subject to the provisions of this Section 1. Seller and Buyer agree that the provisions of this Section shall survive Closing and delivery of the Deed whether or not the provisions of this Section are contained in the Deed.

2. **Representations of Seller in Contract.** The representations and warranties of Seller in this Contract and in any document to be delivered at Closing to Buyer pursuant to this Contract are the sole representations and warranties of Seller with respect to the transaction contemplated by this Contract. Seller makes no representation or warranty other than those set forth herein and, except for the warranties and representations set forth herein, the sale of the Property is made on an “as-is, where-is” basis, without warranty. All references herein to the “best knowledge of Seller” or “actual knowledge of Seller” or words of similar meaning shall mean (i) the actual knowledge and belief of Judith Hantman as Trustee of the Joseph M Hantman Rev Trust, and not any other persons; provided that so qualifying Seller’s knowledge shall in no event give rise to any personal liability on the part of such officer or any other officer or employee of Seller or its shareholders on account of any breach of any representation or warranty made by Seller herein, (ii) shall mean the actual knowledge of such individual, without any investigation or inquiry or duty to investigate or inquire of any kind other than to the extent inquiry or investigation was in fact made, and (iii) shall not mean that such individual is charged with knowledge of the acts, omissions and/or knowledge of Seller’s agents or employees. BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS UNDER THIS CONTRACT OR CONCERNING THE CONDITION OF THE PROPERTY. The provisions of this section shall survive the Closing.

3. Proration of Rent; Security Deposits. The term "Basic Rent" means all sums collected from tenants under any Leases, except for refundable security deposits and reimbursements made under the Leases in respect of the cost of the ownership and operation of the Property. Collected Basic Rent for the month in which Closing occurs shall be prorated between Seller and Buyer as of the Closing Date. No proration shall be made of delinquent Basic Rent. Any delinquent Basic Rent shall be paid by Buyer to Seller as and when the same are collected by Buyer, it being agreed that all payments received by Buyer following Closing in excess of the current month's Basic Rent shall be deemed to be in payment of delinquent Basic Rent. Seller shall be entitled to attempt to collect all delinquent Basic Rent and other charges due under the Lease for periods prior to Closing. Seller shall be entitled to apply any security deposits to outstanding rent or any other tenant charges due or past due on the Closing Date (as is allowed under the applicable lease). Any remaining security deposits or other deposits paid to Seller or the prior owners of the Property, which Seller has the right to hold as of the date of Closing, shall be assigned and transferred to Buyer at Closing, and Buyer shall indemnify and hold Seller harmless from any and all obligations relating to the return to Tenants of the security deposits. The foregoing provisions regarding delinquent Basic Rent and security deposits shall survive the Closing of this transaction.

4. Notwithstanding the provisions of the Contract, Buyer and Seller agree the Seller shall deliver a special warranty deed to Buyer at Closing.

5. Notwithstanding the provisions of the Contract, Buyer and Seller agree that Buyer shall not have the rights or remedies identified in the Contract. Buyer sole remedy upon the default of Seller shall be to terminate the Contract and receive the earnest money back, less any independent consideration, as liquidated damages.

6. Buyer and Seller agree that Seller, may, but shall not be required to execute any affidavits regarding debts, possession or liens requested by the Buyer, title company or any other third parties.

7. Additional Notices:

(i) TEXAS MUNICIPAL UTILITIES DISTRICT NOTICE. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage or flood control facilities and services, the Texas Water Code requires Seller to deliver and Buyer to sign and acknowledge, at the closing, the statutory notice relating to the tax rate, bonded indebtedness or standby fee of the district. Such notice shall be recorded in the real property (deed) records of the county in which such Property is located.

(ii) NOTICE TO BUYER OF PROPERTY LOCATED IN CERTAIN ANNEXED WATER DISTRICTS. If the Property is situated in a water or sanitary sewer district which entered into a contract with a city with a population of 1.8 million or less that allows the city to set rates in the district after annexation which are different from rates charged to other residents of the city, then at Closing Seller shall issue to Buyer and Buyer shall acknowledge receipt of the notice required by Section 54.016(h)(4)(A) of the Texas Water Code.

(iii) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER. If the Property is located in a certified water or sewer service area, then following disclosure is made for the purpose of complying with Texas Water Code section 13.257 and is not intended to and does not alter the rights and obligations of Buyer and Seller:

The Property that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your Property is located in a certificated area, then there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding Agreement for the purchase of the Property or at Closing of purchase of the Property.

(iv) PUBLIC IMPROVEMENT DISTRICTS. As a courtesy to Buyer, Seller hereby notifies Buyer as follows:

If the property is located in a public improvement district, then as a Buyer of the Property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of your Property.

8. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that, other than the Brokers listed in the Contract, if any (the "Authorized Brokers"), there are no real estate brokers, salesman or finders involved in this transaction who would be entitled to a commission, finder's fee or other compensation with respect to this transaction. If a claim for a commission, finder's fee or other compensation in connection with this transaction is made by any broker, salesman or finder, other than the Authorized Brokers, claiming to have dealt by, through or on behalf of one of the parties hereto, such party shall indemnify, defend and hold the other party and such other party's partners, members, managers, directors, officers, shareholders, employees, agents, advisors and affiliates, and their respective successors and assigns, from all losses, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and court costs through all trial and appellate levels), damages, liens, claims, actions and causes of action arising or resulting from or relating to such claim for compensation. The provisions of this Section shall survive the Closing and any termination of this Contract.

9. Buyer and Seller acknowledge and agree that the terms and provisions of the Contract, including, but not limited to, the purchase price and benefits offered to Buyer, are

privileged and confidential information (“Confidential Information”). Buyer and Seller recognize and understand that their disclosure of any Confidential Information would result in irreparable injury and damage to the other party. Buyer and Seller agree that at all times during the term of this Contract and after the Closing, except as required by law pursuant to legal process, to hold in strictest confidence and not to disclose any person, firm, or corporation any of the Confidential Information without the prior written consent of the other party. Notwithstanding the foregoing, Buyer and Seller shall be entitled to disclose such information on a limited basis (i) if disclosure is required by law or the rule, regulation or order of any governmental authority under color of law, or (ii) to attorneys or accountants (or their employees) engaged by Buyer or Seller relating to tax or legal issues.

10. All defined terms used in this Addendum have the meaning as defined by the Contract, unless otherwise specified herein. The Contract and this Addendum together constitute one instrument. In the event of any conflict between the terms and provisions of this Addendum and the Contract, the terms and provisions of this Addendum control.

11. The Parties hereby agree that each has had an opportunity to review and negotiate this Contract and the Addendum and have had counsel review the requirements of the same. The Contract and this Addendum have been jointly drafted and any rule of contract interpretation that provides that ambiguity shall be construed against the drafting party is inapplicable to the Contract and this Addendum and shall not be used in connection with the interpretation of the Contract and this Addendum.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum as of the day and year first above written.

**SELLER:**

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**BUYER:**

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