

ADDENDUM

[The Reserve at Chappell Hill]

This is an Addendum (“**Addendum**”) to that one certain UNIMPROVED PROPERTY CONTRACT (the “**Contract**”) of even date herewith by and between CLEAR PROPERTY GROUP, LLC, a Texas limited liability company (“**Seller**”) and _____ and _____ (“**Buyer**”).

1. Notwithstanding anything to the contrary contained in the Contract, the provisions and terms of this Addendum shall govern and control over any conflicting provisions or terms contained in the Contract, and such conflicting provisions and/or terms in the Contract shall be null and void, to the extent of such conflict. The Contract (except to the extent of any conflict with this Addendum) together with this Addendum shall be jointly referred to herein as the “Contract”. The parties hereby acknowledge the receipt and sufficiency of good and valuable consideration to support the terms and provisions of this Addendum and the Contract.
2. Buyer acknowledges and agrees the identification of the Property in the Contract is preliminary and the subdivision plat is pending approval by the applicable governmental authorities. The Property is generally located as depicted on Exhibit 1 hereto, which is the Final Plat of the Reserve at Chappell Hill that has been submitted for approval to the applicable governmental authorities. Upon approval and recordation of the plat, the parties shall promptly amend the Contract to identify the Property by reference to the recorded plat.
3. In the event the plat is not approved and recorded in the records of Washington County, Texas within one hundred eighty (180) days after the Option Period expires, Buyer or Seller may terminate the Contract by providing written notice to the other party prior to the recordation of the plat and Buyer shall receive a refund of the Earnest Money less the Option Fee. In the event of termination by either party, all parties shall be released from the Contract, except with respect to Buyer’s obligations set forth in Section 4 hereof. Buyer shall have no other or further right to recovery beyond a refund of the Earnest Money.
4. Buyer agrees that it shall restore the Property to substantially the same condition it was in prior to any inspections conducted on Buyer’s behalf pursuant to Section 7A of the Contract. BUYER HEREBY AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL LAIBLITIES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, OR DAMAGES ASSERTED AGAINST SELLER FOR PERSONAL INJURY OR DEATH (INCLUDING BY BUYER’S EMPLOYEES, AGENTS, OR CONTRACTORS), PHYSICAL LOSS OR PHYSICAL DAMAGE TO PROPERTY ARISING OUT OF ANY INSPECTIONS, AND TO PAY ALL COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY’S FEES WHICH SELLER MAY SUSTAIN ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF BUYER (INCLUDING ITS EMPLOYEES, AGENTS, CONTRATORS, SUBCONTRACTORS, OR REPRESENTATIVES) IN BUYER’S INSPECTIONS CONDUCTED ON THE PROPERTY PRIOR TO CLOSING.

5. Notwithstanding anything contained in Section 9 of the Contract, closing shall take place on or before thirty (30) days from the date of recording of the plat or within seven (7) days after objections made under Paragraph 6D of the Contract have been cured or waived, whichever is later; provided that, closing shall be extended up to ten (10) days if necessary to comply with a third party lender's closing requirements.
6. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SELLER IS CONVEYING THE PROPERTY TO BUYER "AS IS," WHERE IS," AND WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE SELLER, EXCEPT AS SET FORTH IN THE CONTRACT AND THE DEED TO BE PROVIDED AT CLOSING.
7. If any time period in the Contract ends on a Saturday, Sunday, or legal holiday, the deadline shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.
8. Capitalized terms used herein shall have the same meanings ascribed to them in the Contract, unless otherwise provided herein.

[Signature page follows.]

EXECUTED in multiple counterparts this _____ day of _____, 2022.

SELLER:

CLEAR PROPERTY GROUP, LLC

By: _____

Name: _____

Title: _____

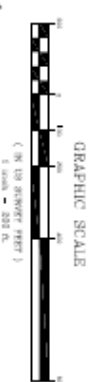
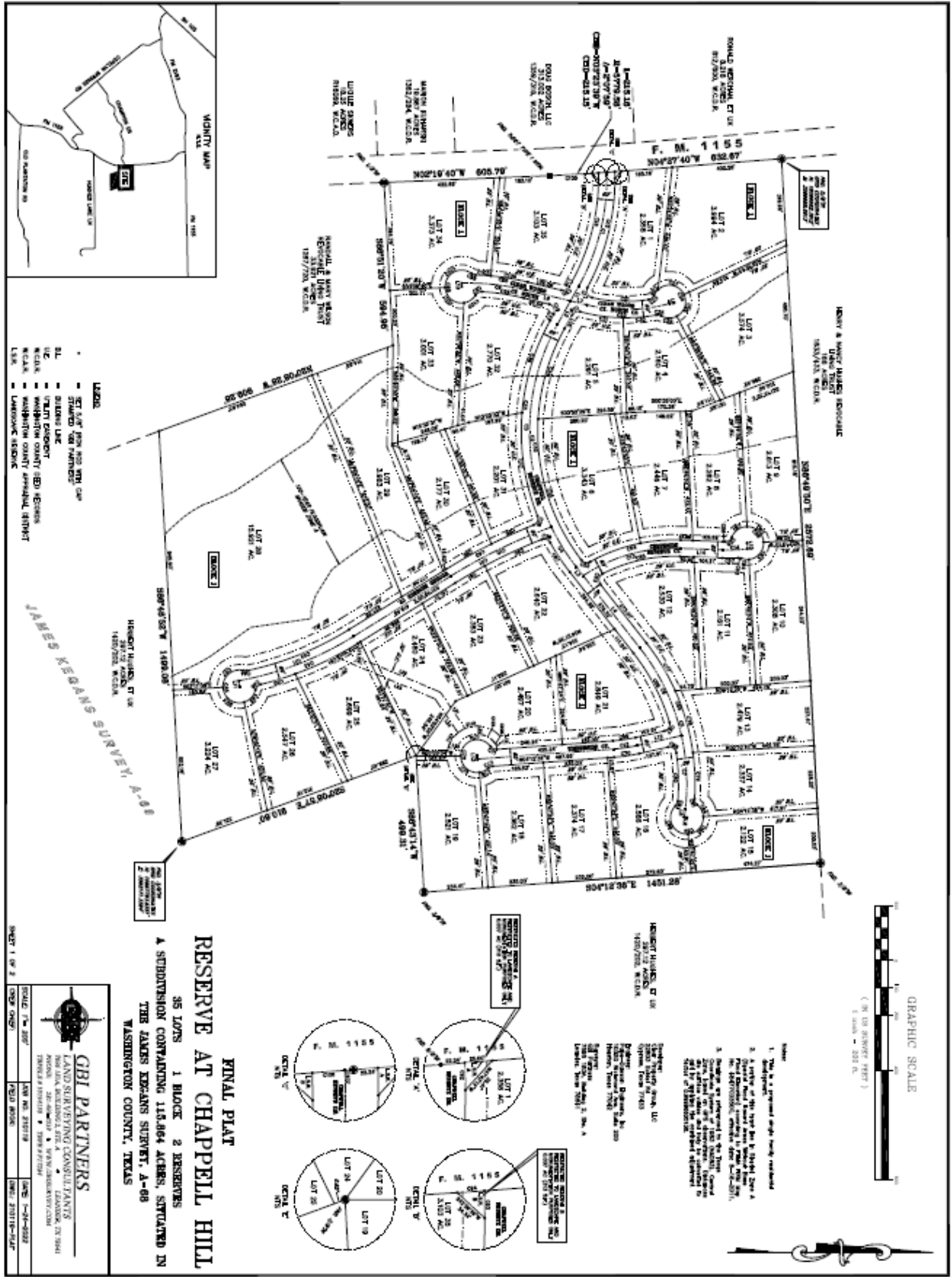
BUYER:

Name: _____

BUYER:

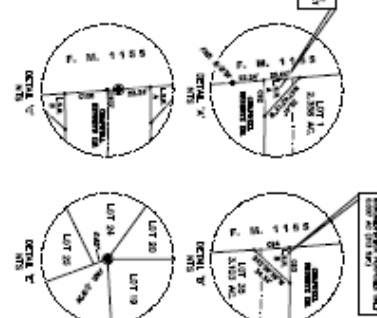
Name: _____

EXHIBIT 1 TO ADDENDUM



- Notes:
- The lot's proposed shape, being subdivided as shown.
 - A lot's lot area is based on the lot's proposed shape, being subdivided as shown.
 - The lot's lot area is based on the lot's proposed shape, being subdivided as shown.
 - The lot's lot area is based on the lot's proposed shape, being subdivided as shown.

RESERVE AT CHAPPELL HILL
 35 LOTS 1 BLOCK 2 RESERVES
 A SUBDIVISION COMPRISING 115.464 ACRES, SITUATED IN
 WASHINGTON COUNTY, TEXAS



GPI PARTNERS
 LAND SURVEYING CONSULTANTS
 1100 W. WASHINGTON ST. SUITE 1000 • DALLAS, TX 75201
 PHONE: 214-761-1100 • FAX: 214-761-1101
 WWW.GPIPARTNERS.COM

SCALE: 1" = 200'
 DATE: 2/11/10
 SHEET: 1 OF 2