

ADDENDUM TO 5010 Malmedy Rd, Houston, TX 77033

This Addendum to 5010 Malmedy Rd, Houston, TX 77033 "**Addendum**" is incorporated into and shall amend and supplement (Resale) (the "**Contract**") of even date herewith, between Seller and Buyer concerning the Property. **The following provisions are made a part of the Contract and if anything contained in this Addendum conflicts with or contradicts any of the terms in the Contract, this Addendum shall take precedence and shall control.** All capitalized terms that are defined in the Contract and used in this Addendum shall have the same meanings in this Addendum that are given to them in the Contract.

1. Disclaimer.

a. Seller has acquired the Property through auction and Seller has little or no knowledge of the condition of the Property and cannot and does not make any representations or warranties about the Property except as expressly set forth in the Contract and this Addendum.

b. Buyer has been, or will be given, the opportunity to inspect, examine and investigate the Property. If Buyer elects to consummate the purchase of the Property after making such examinations and investigations, Buyer is relying solely on such examinations and investigations in making the decision to purchase the Property.

c. Buyer has not relied, and is not relying, upon any information, document, sales brochures, or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given or made by, or on behalf of, Seller.

d. **BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY "AS IS", " WHERE IS", AND WITH "ALL FAULTS" AT THE TIME OF THE CLOSING INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT AND SPECIFICALLY WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER.**

e. **SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE CONDITION, VALUE, USE, APPURTENANCES, ENVIRONMENTAL CONDITION OR OTHER ASPECTS OF THE PROPERTY; (II) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES, REGULATIONS, RESTRICTIVE COVENANTS, OR SIMILAR REQUIREMENTS OR ENCUMBRANCES; (III) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, ABOUT, OR ADJACENT TO THE PROPERTY; (IV) DEFICIENCY OF ANY DRAINAGE; (V) THE BOUNDARIES, SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; (VI) ANY DEFAULTS, DISPUTES, OR UNSATISFIED CONDITIONS OR REQUIREMENTS WITH RESPECT TO THE PROPERTY; (VII) THE EXISTENCE OF CONTINUING OBLIGATIONS OR LIABILITIES TO WHICH THE PROPERTY OR ANY OWNER THEREOF MAY BE SUBJECT; (VIII) THE AVAILABILITY AND QUALITY OF UTILITIES AND ACCESS OF THE PROPERTY; (IX) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR USE OR PURPOSE; OR (X) WITH RESPECT TO ANY OTHER MATTER CONCERNING THE PROPERTY.**

f. **BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT BUYER HEREBY WAIVES, RELEASES AND DISCHARGES ANY AND ALL CLAIMS BUYER HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST SELLER ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE PROPERTY, INCLUDING, WITHOUT LIMITATION, EACH OF THE MATTERS SET FORTH AND OTHERWISE IDENTIFIED IN (E) ABOVE AND INCLUDING ANY CLAIMS ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY OF SELLER.**

g. **BUYER ACKNOWLEDGES THE PROPERTY MAY BE SUBJECT TO LAWS, RULES, ORDINANCES, REGULATIONS, RESTRICTIVE COVENANTS, OR SIMILAR ENCUMBRANCES, AND BUYER HAS SOUGHT, OR HAS THE OPTION TO SEEK, LEGAL ADVICE AND COUNSEL OF BUYER'S OWN CHOOSING WITH REGARD TO SUCH MATTERS AND IS NOT RELYING ON ANY NOTICES OR DISCLOSURES FROM SELLER RELATED THERETO. TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, BUYER WAIVES ANY RIGHT TO ANY NOTICES OR DISCLOSURES OF ANY KIND FROM SELLER RELATED TO THE PROPERTY AND THE EXISTENCE AND NATURE OF ANY RESTRICTIONS, ORDINANCES, BUILDING CODES OR OTHER GOVERNMENTAL RULES OR REGULATIONS AFFECTING OR RELATING TO THE PROPERTY.**

h. **THE SALES PRICE HAS BEEN ADJUSTED TO REFLECT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.**

i. Seller shall not be liable to Buyer for any prospective or speculative profits, or special, indirect, consequential or punitive damages, whether based upon contract, tort (including negligence and strict liability) or any other legal or equitable principle, theory, cause of action or in any other manner arising from the transactions contemplated by the Contract or this Addendum.

j. The terms and conditions of this Addendum shall expressly survive the termination of the Contract and/or the closing of the transaction evidenced by the Contract.

X _____

Buyer Signature

Date Signed

Buyer Printed Name

Alyssia Ventura

X _____

Seller Signature

08/31/2022

Date Signed

VM Master Issuer, LLC, Authorized Signer

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Seller Printed Name