

**ADDENDUM TO EARNEST MONEY CONTRACT**  
**REGARDING SALE OF PROPERTY**

1. The conveyance instrument will be a Special Warranty Deed.
2. This sale is of the SURFACE ESTATE ONLY. Seller will retain any and all oil, gas, mineral and royalty rights owned by Seller.
3. Cadence Bank has received the Property pursuant to a will or as the result of a trust created by a will or a grant in connection with the establishment of a grantor trust or guardianship or conservatorship and has never occupied the Property. **Texas Property Code Section 5.008(e)(5) Seller's Disclosure of Property Condition does not apply to a transfer of real property by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.**
4. As a material part of the consideration for this Contract, Seller and Buyer agree that the sale of the Property will be "AS IS" in its current condition, with Buyer taking the Property with any and all latent and patent defects and that there is no warranty or representation that the Property is fit for a particular purpose. Buyer understands and agrees that Seller, its agents or brokers, have no specialized expertise or knowledge with regard to the Property, and that any representations made herein, otherwise in writing by Seller, its agents or brokers, or verbally by Seller, its agents or brokers, may be opinion, conjecture, or simply mere possibilities. Buyer agrees and acknowledges that in purchasing the Property, Buyer is not relying upon any representation, statement, or other assertion with respect to the condition of the Property, but is relying upon Buyer's own examination of the Property. Seller and Buyer agree that Buyer will have access to the Property to inspect the Property at Buyer's expense. Seller and Buyer agree that in purchasing the Property, Buyer shall take the Property under the express understanding that there are no express or implied warranties (except for limited warranties of title as set forth in the deed).
5. As a material part of the consideration for this Contract, Seller and Buyer agree that Buyer, following closing, shall assume the risk that the Property may contain Hazardous Substances (as hereinafter defined) and that adverse physical conditions, including but not limited to the presence of Hazardous Substances or the presence of unknown abandoned oil and gas wells, water wells, sumps, and pipelines may not have been revealed by Buyer's investigation. After closing, all responsibility and liability related to all hazardous substances and adverse physical conditions on the property, whether known or unknown, is transferred from Seller to Buyer.

At closing, Buyer agrees to indemnify, exonerate, protect, defend and hold harmless Seller, and its agents, directors, officers, shareholders, employees, partners, servants,

consultants, legal representatives, heirs, successors, and assigns (all of whom are referred to herein as "Indemnitees") from and against all Environmental Claims (as hereinafter defined) which may be asserted against Indemnitees after the closing regarding the Property, regardless of whether any claims or causes of action relating thereto should be asserted in common law or under statute and/or regardless of whether such claims are founded in whole or in part upon the strict liability or negligence of Seller. Buyer shall assume all liability, and Indemnitees shall have no responsibility and provide no indemnity for Environmental Claims, and Buyer shall indemnify Indemnitees from and against any and all Environmental Claims for damages, including, without limitation, punitive damages, penalties, fines, clean-up, containment, remedial, removal, or restoration costs, whether such costs or responses are incurred by the federal government, state government, or others, and all other costs (including any costs incurred to enforce this indemnity).

As utilized herein, the following terms shall be defined and shall have the meanings as set forth below:

"Environmental Claim" means any known or unknown third party (including private parties, governmental agencies, and employees) action, law suit, claim or proceeding which seeks to impose liability for hazardous substances or adverse physical conditions related to the Property, including, but not limited to (i) pollution or contamination of the air, surface water, groundwater or land; (ii) exposure to hazardous substances (iii) solid, gaseous or liquid hazard substance or waste generation, or the handling, treatment, storage, disposal or transportation thereof; or (iv) non-compliance with any environmental law, or regulation promulgated by any federal, state, local, regulatory or administrative agency, board or authority including but not limited to compliance with the Clean Air Act, the Clean Water Act, the Resource conservation Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Toxic Substance Control Act.

"Hazardous Substance" means any hazardous or toxic substance, materials or wastes listed in the United States Department of Transportation Hazardous Material Table (49 C.F.R. 172.101) or by the Environmental Protection Agency as hazardous substances(40 C.F.R. Part 302) and amendments thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state, or federal law including, without limitation, any material, waste or substance which is: (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) designated as a "hazardous substance" pursuant to section 311 of the Clean Water Act 33 U.S.C. §1251 et seq. (33 U.S.C. §1321) or listed pursuant to section 307 of the Clean Water Act (33 U.S.C. §1371); (v) defined as a "hazardous waste" pursuant to section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S 6901 et seq. (42 U.S.C. §6903); or (vi) defined as a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601).

6. Insurance premiums shall not be prorated. All existing insurance policies will be cancelled at the time of closing.
7. Buyer hereby represents and warrants that it is not an employee, officer, director or

related party of Seller and any of its subsidiaries or affiliates, nor is Buyer acting on behalf of an employee, officer, director or related party of Seller, any of its subsidiaries or affiliates or an immediate family member of any such individual or affiliates.

- 8. Buyer acknowledges and agrees that the Deed will be executed by Seller in its fiduciary capacity and not in its individual or corporate capacity.
- 9. Proration of taxes will be based upon taxes for the current year.
- 10. The Contract, as expressly modified by the Addendum, shall continue in full force and effect in accordance with its terms. Where the terms of the Contract and the terms of this Addendum conflict, the terms of the Addendum shall govern. All capitalized terms not otherwise defined in this Addendum shall have the meanings given to them in the Contract.

**BUYER AGREES TO REAFFIRM THE ABOVE STATEMENTS BY SIGNING A STATEMENT TO THAT EFFECT AT THE CLOSING OF THE SALE OF THE PROPERTY AND ALL PROVISIONS OF THE ABOVE PARAGRAPHS SHALL SURVIVE THE CLOSING.**

SELLER:

BUYER:

Print Name:

By:  *Ruth Lim* 02/20/24

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Name: Ruth Lim  
Title: SVP Trust Officer, Cadence Ba

Print Name:

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