

SPECIAL PROVISIONS ADDENDUM TO CONTRACT, AND CONTRACT AMENDMENT

This is a Special Provisions Addendum and Contract Amendment (“Addendum”) to Earnest Money Contract (“Contract”) by and between **DELEZA & PARTNERS, LLC** as (“Seller”) and \_\_\_\_\_ as (“Buyer”) pertaining to the property located at \_\_\_\_\_ **LT 9 & TR 10 BLK 5 SYLVAN BEACH** , **HARRIS County, Texas (“Property”).**

NOTWITHSTANDING anything in the Contract to the contrary, Seller and Buyer hereby agree that the following special provisions are hereby made a part of and are to be included in the Contract as it originally set forth therein. In the event of any inconsistency between the terms of the contract and the terms of this addendum, this Addendum shall control for all purposes.

1. Buyer acknowledges that prior to the expiration of the Option Period or the Effective Date of the Contract, the later of the two, it has or will make its own physical inspection itself and by experts in the specific fields necessary, of the Property and the improvements thereon, and will satisfy itself as to the condition of the Property and Buyer’s intended use thereof to include, but not limited to existence or availability of utilities, applicable zoning ordinances, restrictions, and governmental laws, rules and regulations pertaining to the intended use of the Property. Buyer acknowledges that before the Execution Date of the Contract it will satisfy itself as to the condition of the Property with respect to Buyer’s intended use.

Buyer further acknowledges and agrees that any information relied upon by Buyer with respect to the Property was obtained by Buyer from a variety of sources, and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person in Seller. Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for therein is made on an “AS IS”, “WHERE IS” and “WITH ALL FAULTS” basis, with the exception of manufacturer’s warranty on Mobile Home, and Buyer expressly acknowledges that Seller has not made, and does not make, any warranty or representation, express or implied, or arising by operation of law or otherwise, including, but not limited to, any warranty of condition, title (other than the Special Warranty of Title with respect to the land and the improvements), habitability, merchantability or fitness for a particular purpose with respect to the Property or any portion thereof. It is understood and agreed that the price has been adjusted by prior negotiation to reflect that the Property is being sold by Seller and purchased by Buyer in full understanding and acceptance of the foregoing conditions and qualifications. At the closing, the Special Warranty Deed from Seller shall include the foregoing disclaimer of warranties by Seller and that the Property is transferred to Buyer “AS IS”, “WHERE IS” and “WITH ALL FAULTS”.

Additionally, Buyer further acknowledges that Seller may have limited knowledge of the Property site and may not have made a personal visit to the property at all, prior to listing the property for sale. Seller is an investment entity who purchases property in volume and often has limited or no knowledge of the site other than what is available in the public records, through third parties and on the internet. Therefore, Buyer acknowledges that Seller asserts it has disclosed the condition of the property to the best of its abilities based on its limited knowledge of the site. Buyer additionally acknowledges that it has

received the Seller's Property Disclosure and prior to the expiration of the Option Period or the Effective Date of the Contract, the later of the two, it has or will make its own physical inspection itself and by experts in the specific fields necessary, of the Property and the improvements thereon, and it shall unconditionally waive the right to terminate the contract or make any and all claims against Seller, and Seller's shareholders, owners, directors, agents, officers, partners (both general and limited), members, managers, other beneficial owners, parents and subsidiaries, employees, agents, representatives, legal representatives, heirs, successors, and assigns, and each of them, of any from all claims, demands, causes of action, damages, costs, expenses, actual attorney fees, losses and/or liabilities in law or in equity, of every kind and nature whatsoever arising out of, relating to or in connection with, all statements within the disclosure or known or unknown physical characteristics of the Property should Buyer determine any characteristic of the property differs from that of what the disclosure states.

2. Buyer acknowledges that any and all measurements of the Property or its improvements thereon used in the marketing of the Property are estimates and shall be verified by Purchaser prior to the Execution date of the Contract. Additionally, Purchaser acknowledges it has made its own measurements of the Property and has satisfied itself to those prior to the Execution Date of the Contract.

3. Buyer hereby acknowledges and agrees that the deed to be executed and delivered under the Contract shall be Seller's Special Warranty Deed, and not a general warranty deed as specified elsewhere in the Contract. Additionally, Buyer agrees to sign Grantee's acknowledgement of the deed at the time of the closing of the sale.

4. Buyer and Seller jointly agree that the sole responsibility of any and all roll back tax or supplemental liability assessed or identified by the authorities who have jurisdiction to levy any and all taxes against the property shall transfer to the Buyer on the date of the closing of the sale. As a part of this transaction the Seller agrees to credit Buyer its pro-rata share of the current year tax liability based on the most recent certified tax roll value, and Buyer is responsible for the whole current year tax liability when it is due by the property taxing authorities.

5. Buyer acknowledges that in the event Property includes a new mobile home that the taxes for current year are based on land value only as of the first day of the current year and prior years. Buyer also acknowledges subsequent year tax roll valuations will be assessed at approximately the purchase price of the property.

6. Seller's Agent is related to Principle of Seller.

7. Purchaser **HAS NOT** received the Property Disclosure.

8. Buyer agrees to pay transaction coordinator fee in the amount of **\$595.00** to complete this transaction.

9. Purchaser has **HAS** received property **SURVEY**.

10. Effective as of the day of the Closing of the Sale, Purchaser(s), and their successors and assigns, and their direct and indirect subsidiaries, affiliates, joint ventures, attorneys, associates and agents, do knowingly, voluntarily and intentionally agree to, for the consideration herein, and do hereby release, acquit, and forever discharge the Seller from any and all claims, demands, actions, causes of action, rights, or remedies, of whatsoever nature or character, at law or in equity, known or unknown,

matured or inchoate, that have accrued relating to the Property, any interest therein (contractual or otherwise), and the owners thereof.

11. Purchaser agrees that it will not hereafter, and shall not, whether directly or indirectly, utter, publish, disclose or convey to any person, publication, or any individual or organization, which may or may not have any interest or purports to have any interest in the Property or the Agreement, any negative or disparaging comment about the other, or do anything that a reasonable person would expect to diminish, disparage or constrain the good will or good reputation of the other, their business practices, or those of their agents, employees, representatives, direct and indirect subsidiaries, affiliates, joint venturers, heirs, successors and assigns.

12. Each party hereto represents and warrants that he, she, or it has not heretofore assigned, transferred or hypothecated, or purported to assign, transfer or hypothecate, to any person or entity any claim or cause of action herein released, or any interest therein.

13. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

14. All other terms of the Contract not modified herein are hereby ratified, affirmed and approved.

X   
By: **KYLE WESTRBOOK, MEMBER MANAGER**  
**DELEZA & PARTNERS, LLC**  
As: SELLER

X \_\_\_\_\_  
By: \_\_\_\_\_  
As: BUYER #1

X \_\_\_\_\_  
By: \_\_\_\_\_  
As: BUYER #2