

Seller's Addendum

This Addendum and each of its terms is hereby incorporated into PURCHASE AND SALE AGREEMENT (the "Agreement") by and between the undersigned Seller and Buyer, with respect to the Property located at 5515 Basswood Dale Dr, Houston, TX 77084 (the "Property"). In the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control and govern the rights and obligations of the Parties to the full extent permitted by applicable law. Capitalized terms have the meaning given in the Agreement, unless otherwise defined herein.

1. **No Representation by Seller:** Seller has never been an occupant of the Property, which is being sold "AS-IS", "WHERE-IS" with all conditions present to remain. Buyer acknowledges and agrees that the Property is being sold and conveyed by Seller AS-IS, WHERE IS, WITH ALL CONDITIONS PRESENT AT SALE. The Property is being sold in accordance with the terms herein with no representation or warranty of any kind by Seller (unless required by law), whether express or implied, as to the physical condition of the Property, including any environmental condition, structural fitness, or any other attribute of the Property. Buyer further acknowledges and agrees that neither Seller nor Seller's Broker has made any representation regarding any aspect of the Property or surrounding area and that Buyer has relied solely on Buyer's own inspection(s) and research of the Property. In the event electrical, plumbing, gas, water and/or heating services are shut down for property preservation or other purposes, Seller will NOT reactivate these systems prior to closing. These acknowledgments and agreements shall survive the closing of the subject Agreement and the conveyance of the Property.
2. **Indemnification:** Buyer agrees to indemnify, defend and hold harmless Seller, its affiliates, parent, tenants, agents, employees and contractors, from and against any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, (including reasonable attorneys' fees) which may be imposed upon, incurred by or asserted against Seller, its affiliates, parent, tenants, agents, employees and contractors arising out of or related to any and all inspections made by Buyer, its agents, contractors or employees including, but not limited to, (i) any and all property damage to the Property or to any adjoining Property; and (ii) any and all personal injuries to Buyer or any other person(s)
3. **Special Conditions:**
 - A. Buyer hereby acknowledges and understands that Seller may have obtained the Property via foreclosure or similar action such as a deed in lieu of foreclosure. As a result, the Contract may be subject to any or all of the following: approval by a private mortgage insurer; repurchase of the Property by a prior mortgage servicer or insurer; or the ability of the Seller to clear title as required by the Contract, or the passing of such time limits as may be required under one or more lending programs. Buyer agrees that in the event that any of these conditions arise with respect to the Property being transferred hereunder, the Seller shall have the sole and exclusive right to cancel the Contract at which time the Seller shall promptly refund the Buyer's earnest money and Seller shall have no further obligations to the Buyer whatsoever and the Contract shall be deemed null and void of no further force or effect. The refund of Buyer's earnest money shall constitute the sole and exclusive remedy of Buyer.
 - B. Should any lender, insuring entity or agency require that certain repairs be made to the Property or that any other conditions be met, the Seller shall have the sole and exclusive right to either (i) comply with such requirements; or (ii) terminate the Contract. In the event Seller terminates the Contract, the Seller shall promptly refund the Buyer's earnest money and Seller shall have no further obligations to the Buyer whatsoever and the Contract shall be deemed null and void and of no further force or effect.
4. **Assignability:** Buyer may not assign or transfer this Agreement without prior written consent of Seller. Any such attempted assignment without prior written consent of Seller shall be void and without effect.
5. **Closing of Title:**
 - A. At Closing, Seller shall furnish to Buyer a Special Warranty Deed or its local equivalent.
 - B. In the event the Seller is required to provide a gap indemnity to the Title Company, such indemnity shall not exceed ten (10) days.

