

ADDENDUM "A"

ADDENDUM TO CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

1.541 acres out of the Wm. C. Harris Survey Number 24, Kendall County, Texas

1. Control. Notwithstanding anything to the contrary, the terms and conditions of this Addendum shall control and any other term or condition inconsistent with the terms and conditions herein shall be of no force or effect whatsoever.

2. Trustee/Executor/Guardian Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Buyer acknowledges and agrees that this contract is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Contract except from assets held in the fiduciary capacity described.

3. Related Party. By Buyer's execution of or Assignee's assumption of this Contract, Buyer/Assignee hereby states that (i) Buyer/Assignee is not an employee, officer, director or Related Party of either Bank of America Corporation, Bank of America, National Association, or any affiliate or subsidiary thereof (collectively, the "Corporations"); (ii) Buyer/Assignee is not acting on behalf of, nor does Buyer/Assignee have any agreement, written or oral, under which the title to the Property would be transferred to any employee, officer, director or Related Party of the Corporations; and (iii) Buyer/Assignee is not an organization or person in which there exists such a connection or interest with the Corporations that might affect the exercise of the best judgment of Bank of America, National Association, in selling the Property. As used in this Contract, "Related Party" shall mean (A) any person or entity who is, or within the previous twelve months has been, a director, officer, or employee (collectively, "Employee") of the Corporations; (B) any spouse, parent, or member of the immediate family of any Employee; (C) any broker, agent, or contractor assisting the Corporations in the management or disposition of the Property; (D) any person or entity directly or indirectly owning, controlling or holding the power to vote, five percent (5%) or more of the outstanding voting securities of any of the Corporations, or any spouse, parent, or member of the immediate family of any person holding such securities; (E) any person or entity limited by any applicable state or federal law or regulation from purchasing property from any party comprising Seller because of conflicts of interest rules or restrictions, or otherwise; and (F) any affiliate, subsidiary, partner, partnership, venturer, or other entity directly or indirectly owned or controlled by any person or entity listed in (A) through (E) above.

4. Commission. Notwithstanding any other provisions of this Contract, the right to commission, if any, payable to any agent representing either party to this Contract shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have no right to any portion of earnest money forfeitures.

5. Non -tying. Buyer hereby affirms that Buyer's decision, if any, to seek financing or other service from Bank of America, N.A. is or was made strictly independently by Buyer and not as a condition of this sale.

6. Seller shall be obligated only to convey insurable title by Special Warranty Deed.

7. AS IS. SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (II) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED BY SELLER AT THE CLOSING, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. BUYER ACKNOWLEDGES THAT IT WILL INSPECT THE PROPERTY AND BUYER WILL RELY SOLELY ON ITS INVESTIGATION OF THE PROPERTY AND SPECIFICALLY WILL NOT RELY UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY SELLER WITH RESPECT TO THE PROPERTY CONDITION. BUYER FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED AND TO BE PROVIDED BY SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND SELLER (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY ON AN "AS IS" BASIS, WITH ANY AND ALL LATENT AND PATENT DEFECTS. BUYER EXPRESSLY AGREES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

8. Asbestos . In addition to the disclaimer of warranties contained in Paragraph 7 above, Seller expressly advises Buyer that the improvements on the Property include materials which may contain asbestos, and encourages Buyer to investigate specifically whether asbestos containing materials exist on the Property.

9. No Offer . The delivery of this Contract to Buyer does not constitute an offer, and no contract or agreement shall form between Buyer and Seller until such time as Buyer has delivered the Earnest Money to Seller and both Seller and Buyer have signed this Contract and delivered same to the Title Company.

10. Seller's Disclosure Notice. Section 5.008 (e) (5) of the Texas Property Code exempts, from the requirement of a Seller's Disclosure Notice, a Seller who is a fiduciary in the course of the administration of an estate, guardianship, conservatorship or trust.

11. Mineral Estate. Seller reserves all of the Mineral Estate owned by Seller, if any.

12. Ad Valorem Tax Proration. Buyer and Seller agree that if this sale is closed before the tax rolls are certified for the year in which the sale occurs, the taxes will be prorated based upon the immediately preceeding year's actual total ad valorem taxes. This proration will be final at closing and Buyer and Seller will have no further ad valorem tax obligation one to the other after closing.

13. Default. In the event Seller is in default under this Contract and Seller does not timely cure such default, then Buyer's remedy excludes enforcing specific performance and is strictly limited to: (1) terminate this Contract and receive the earnest money, thereby releasing the parties from this Contract; or (2) seek such other relief as may be provided by law.

14. Cost of Inspections, Survey and/or Appraisal. Should this transaction not close, Buyer shall promptly pay for any and all inspections, surveys and/or appraisals ordered by or on behalf of Buyer, and Buyer shall not allow any lien or encumbrance to attach to the property due to the non-payment of the cost for these inspections, survey and/or appraisal. The provisions of this Addendum "A" paragraph 13. shall survive the termination of the Contract.

Bank of America, N.A., Trustee of the Worth Trusts

Buyer

By: _____
Gary Griggs, Vice President