

EXHIBIT B

ADDENDUM TO THE UNIMPROVED PROPERTY CONTRACT

_____ (collectively referred to as “Seller”), and _____ (“Buyer”); hereby incorporate this addendum as part of the Unimproved Property Contract (the “Contract”) for the sale of _____ in Williamson County, Texas, described in detail in Section 2 to the Contract (the “Property”).

1. **Buyer Representations:** Buyer represents to Seller that Buyer is experienced in the acquisition, ownership and operation of properties similar to the subject property. As a material part of the consideration for this Contract, Seller and Buyer agree that, other than as set forth herein and in the closing documents as to title, Buyer is taking the Property “AS IS” with any and all latent and patent defects and that there is no warranty by Seller or Seller’s broker that the Property is fit for a particular purpose. Other than as set forth herein and in the closing documents as to title, Buyer is not relying upon any representation, statement or other assertion with respect to the property condition, but is relying on its independent examination of the Property. Buyer takes the Property under the express understanding that there are no express or implied warranties other than as set forth herein and in the closing documents as to title. This provision shall survive closing.

2. Section __ of the Contract is replaced with following:

A. **ACCESS AND INSPECTIONS.** Buyer’s entry onto the Property is at Buyer’s sole risk, and Buyer hereby releases Seller from all liability in connection therewith. Buyer will not unreasonably disturb, interrupt or interfere with any activities of Seller or Seller’s tenants, agent, employees, invitees or licensees. All costs and expenses related to Buyer’s inspection of the Property shall be paid for by Buyer, and Buyer agrees to indemnify and hold Seller harmless from and against all such costs and expenses. Buyer shall not permit any liens to attach to the Property by reason of the exercise of Buyer’s rights hereunder. Buyer agrees that if Seller or Buyer terminates this Contract under any right granted hereunder, Buyer will: (i) restore the Property to materially and substantially the same condition which existed prior to any inspections, tests or other activities of Buyer thereon; (ii) indemnify and hold Seller harmless from and against any and all liens by contractors, subcontractors, materialmen or laborers performing work or tests for Buyer and from and against any and all claims for damages by third parties arising out of the conduct of such work and tests and/or any other activities of Buyer or Buyer’s employees or agents; (iii) pay to and/or reimburse Seller for the payment of any reasonable expenses (including reasonable attorney’s fees and court costs) incurred in connection with any of the foregoing; and (iv) deliver to Seller, without representation or warranty as to accuracy and/or payment of any assignment fees or charges, copies of all studies, reports, surveys, tests and other materials of any kind or nature generated for or by Buyer in connection with Buyer’s feasibility study of the Property, excluding any items generated of a proprietary nature to Buyer’s normal business activities. Buyer’s obligations under the terms of this section shall survive any termination of the Contract and, in the event of Buyer’s default, Seller shall be entitled to seek any remedy available to Seller in law or equity regardless of any limitation on remedies set forth elsewhere in the Contract.

B. **ACCEPTANCE OF PROPERTY CONDITION. AS IS. BUYER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS AS TO TITLE, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES,**

COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." BUYER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY. THE TERMS OF THIS PARAGRAPH WILL BE INCLUDED IN THE DEED DELIVERED AT CLOSING, WILL SURVIVE CLOSING AND WILL SURVIVE ANY TERMINATION OF THIS CONTRACT.

C. REPRESENTATIONS AND WARRANTIES BY SELLER. Except as disclosed by Seller in the documentation that will be provided to Buyer, Seller represents and warrants to Buyer that this contract and the documents to be delivered by Seller at closing have been or will be duly authorized by all necessary action on the part of Seller, and have been or will be duly executed and delivered by Seller.

3. In the event of a conflict between the provisions of this Addendum and the provisions of the Contract to which this Addendum is attached, the provisions of this Addendum shall prevail.
4. All capitalized terms not defined in the addendum shall have the same meaning as set forth in the Contract.

Seller:

Buyer: