

AS-IS ADDENDUM WITH RELEASE

SELLER: THE FIRST NATIONAL BANK OF ANDERSON

BUYER: _____

PROPERTY:

1.50 ACRES IN J HOLLAND, TRACT 15-4 KNOWN AS:5305 RABUN RD NAVASOTA, TX 77868

Buyer acknowledges and agrees that Seller is entering into the Agreement with Buyer, subject to and conditioned upon the following terms and that Seller will be entitled to adapt and include the provisions of this addendum in the deed conveying the property to buyer by changing the word "Seller" to "Grantor" and "Buyer" to "Grantee" and with appropriate grammatical modifications and to change the future tense to the present tense including using hereby.

- (1) **ARM'S LENGTH / AS-IS WHERE-IS.** SELLER IS TAKING THE PROPERTY IN AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS-IS, WHERE-IS" TRANSACTION AND "WITH ALL FAULTS" AND REFLECTS THE AGREEMENT THAT SELLER EXPRESSLY DISCLAIMS AND BUYER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE WARRANTY OF TITLE TO BE INCLUDED IN THE DEED, CONCERNING THE PROPERTY INCLUDING WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, ENVIRONMENTAL CONDITION OR PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY SUCH IMPROVEMENTS, AND (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF ANY SUCH IMPROVEMENT. THE PROVISIONS OF THIS ADDENDUM REPRESENT THE RESULTS OF NEGOTIATIONS BETWEEN THE PARTIES AND HAVE BEEN REFLECTED IN DETERMINING THE PURCHASE PRICE. SELLER WOULD NOT BE WILLING TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE IF THESE PROVISIONS WERE NOT INCLUDED IN THIS AGREEMENT.

- (2) **NO RELIANCE BY BUYER ON SELLER.** BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES BY SELLER OR SELLER'S REPRESENTATIVES OTHER

THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS THAT SELLER IS SIGNING AT CLOSING. IN THAT REGARD, BUYER ACKNOWLEDGES THAT (I) PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT AND DURING THE OPTION PERIOD, BUYER HAS BEEN PROVIDED AND WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY AND HAS OR WILL INDEED INSPECT THE PROPERTY WITH KNOWLEDGEABLE EXPERTS WHO WILL HAVE ADEQUATE TIME TO PERFORM SUCH INSPECTIONS AND (II) BUYER IS FAMILIAR AND SATISFIED WITH THE PHYSICAL CONDITION OF THE PROPERTY OR WILL BE PRIOR TO THE END OF THE OPTION PERIOD; AND HAS MADE OR WILL MAKE BUYER'S OWN DETERMINATION AS TO THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, UTILITIES, FOUNDATION, ROOF, ELECTRICAL, PLUMBING, WINDOWS, STRUCTURAL, POSSIBLE PRESENCE OF TOXIC, ASBESTOS, OR HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONTAMINATION OR CONDITION, AND THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY BUYER'S PARTICULAR PURPOSE OR USE.

- (3) **CONDITION OF PROPERTY AND IMPROVEMENTS RELEASE.** IF THE PROPERTY IS CONVEYED TO BUYER, BUYER IS TO RELEASE SELLER FROM THE LIABILITY FOR AND WILL ASSUME PROBLEMS AFFECTING THE PROPERTY AND IMPROVEMENTS INCLUDING LIABILITY FOR: (I) THE NATURE AND CONDITION OF THE PROPERTY; AND (II) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY.
- (4) **ENVIRONMENTAL RELEASE.** IF THE PROPERTY IS CONVEYED TO BUYER, BUYER IS TO RELEASE SELLER FROM LIABILITY FOR AND ASSUME ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (I) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; AND (II) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON SELLERS AND/OR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

(5) **ACKNOWLEDGEMENT OF POSSIBLE DEFECTS.** BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS NOT OCCUPIED THE PROPERTY AND THEREFORE, THE PROPERTY MAY CONTAIN DEFECTS OR MAY BE IN NEED OF REPAIR.

SELLER:

BUYER:

THE FIRST NATIONAL BANK
OF ANDERSON

By: 
Name: SUSAN WISNOSKI
Title: SR. VICE-PRESIDENT

