

ADDENDUM FOR SPECIAL PROVISIONS

ADDENDUM TO CONTRACT CONCERNING PROPERTY OWNED BY THE ESTATE OF NORRIS ROHDE

This Addendum for Special Provisions is attached to the Unimproved Property Contract by and between Leticia Ramirez and Avelino Ramirez (collectively, the “Buyer”) and Seller (as that term is defined below) for the purchase and sale of Heritage Oaks Section 1, Block A, Lot 3, knowns as 0000 Wyers Place, Cedar Creek, Texas 78612 (the “Property”) and its terms incorporated therein.

a. Seller, as that term is used herein and in the Contract, is Cadence Bank, N.A., as the dependent administrator of the Estate of Norris Rohde, deceased, which matter is pending before the County Court At Law of Washington County, Texas (the “Court”); Cause No. 2017-133. Upon receipt of a Contract from Buyer that is acceptable to Seller, Seller will execute the Contract but the Contract and Seller’s obligations thereunder shall be subject to the Court’s approval. Seller will present the proposed contract (the “Contract”) to the Court for approval and the Contract shall not be binding until the Court has approved the Contract.

b. Force Majeure. If the performance by a party of any provision of this listing agreement is delayed or prevented by (i) an act of God such as weather or earthquake; (ii) an act of war or terrorism; or (iii) restriction by any governmental authority, then the period for the party’s performance of the provision shall be automatically extended for the same amount of time that the party is so delayed or hindered.

c. SELLER WILL ONLY SELL THE PROPERTY AS-IS AND WHERE IS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE. PRIOR TO CLOSING. A PROPOSED PURCHASER SHALL HAVE INSPECTED THE PROPERTY AND UPON CLOSING WILL ACCEPT THE PROPERTY “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS” AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. SELLER WILL ONLY CONVEY THE PROPERTY BY VIRTUE OF A SPECIAL WARRANTY DEED CONTAINING THE AS-IS LANGUAGE CONTAINED IN THIS PARAGRAPH.

THESE PROVISIONS, INCLUDING THE ADDENDUM FOR RESERVATION OF OIL, GAS AND OTHER MINERALS, ARE A REQUIRED PART OF THE CONTRACT FOR THE PURCHASE OF THE PROPERTY AGREED UPON BY BUYER PRIOR TO SELLER OBTAINING COURT APPROVAL. IF THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL.

Initialed by Buyer

Initialed by Seller
