

ADDENDUM A

SPECIAL PROVISIONS ADDENDUM TO FARM AND RANCH CONTRACT

In the event of a conflict in the terms of this Addendum and the printed language in the Farm and Ranch Contract to which this Addendum is attached, the terms and provisions of this Addendum shall control. The term "Contract" as used herein means the Contract as amended by this Addendum.

1. **Form of Deed.** Notwithstanding anything else contained herein to the contrary, at closing, the Seller shall execute and deliver a **special warranty deed** conveying title to the Property to Buyer.

2. **As-Is.** Buyer agrees that it accepts the Property in its present "AS-IS" condition, and agrees that the following language will be included in the special warranty deed by which Seller shall convey the Property to Buyer:

***[THE FOLLOWING LANGUAGE SHALL APPEAR AFTER GRANTOR'S
SIGNATURE ON THE SPECIAL WARRANTY DEED]***

Grantee hereby accepts this deed subject to all of the exceptions contained herein and the provisions concerning taking the Property "AS-IS" and "WITH ALL FAULTS."

3. **Mineral Reservation.** Seller reserves from this transaction one hundred percent (100%) of the mineral estate owned by Seller, however, Seller waives all rights of ingress and egress associated with such mineral estate. To that end, the following reservation shall be added to the Special Warranty Deed:

Provided however, that Grantor reserves one hundred percent (100%) of Grantor's right title and interest in all oil, gas, and other minerals in, on, under, and that may be produced from the Land. Grantor hereby irrevocably waives and conveys to Grantee (the "Waiver") any and all rights it may have to use the surface of the Land or the first five hundred feet (500') below the surface of the Land, and (ii) use water, other substances or materials from any source in, on or under the Land in connection with the exploration, development, operation, production or use of any oil, gas and/or other minerals whether Grantors rights arise under this Special Warranty Deed or other instrument or agreement, by operation of law, or otherwise. Grantor shall only be able to exploit their interest oil, gas and/or other minerals by pooling, unitization, directional or horizontal drilling and other methods which do not enter, use or occupy the surface of the Land or the first five hundred feet (500') below the surface of the Land, conducted exclusively from surface locations off the Land.

The Waiver is a covenant running with the land and is binding on and will inure to the benefit of Grantor, Grantee, all subsequent owners of any interest in the Land, and their respective heirs,

successors, legal representatives and assigns. All instruments and agreements affecting the Land that are executed by Grantor after the Waiver will contain a provision that makes the instrument or agreement expressly subject to the Waiver.

The Waiver will be governed by Texas law, without giving effect to laws that might require application of the law of another jurisdiction.

The Waiver is the entire understanding between Grantor and Grantee concerning the subject matter of the Waiver. The Waiver supersedes all negotiations, discussions, prior agreements and understandings, whether oral or written, concerning the subject matter of the Waiver, including all letters or expressions of intent.

4. **Restrictive Covenants.** After the Closing, no portion of the Property shall be used for any use other than residential use and/or farm and ranch use. A restrictive covenant shall be included in the Special Warranty Deed to that effect, which restrictive covenant shall additionally prohibit the following uses at the Property:

- a. Any strip club, adult bookstore, theatre, pornography shop or other facility specializing in or exhibiting pornographic materials or conducting any activity which would be defined as obscene according to the applicable federal, state, and local ordinances, laws and regulations (unless such materials are sold incidentally to the operations of a first-class national or regional chain bookstores, such as Barnes & Noble or the like);*
- b. Any use creating or involving fly ash, or unlawful creation of dust or dirt;*
- c. Any crematorium;*
- d. Any use illegal under any governmental rule or regulation, or anything that may constitute a public or private nuisance;*
- e. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed);*
- f. Any jail, penal, detention or correctional institution; and*
- g. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance).*