

Estate Addendum 352 CR 3672, Springtown, Texas

Brian Hill, Independent Administrator of the Estate of Terry Lynn Banta, ("Seller") is acting in his capacity as Independent Administrator of the Estate of Terry Lynn Banta and is subject to court supervision by the Wise County Court At Law Number 2 (the "Court"), under Case No. PR-4674.

Upon satisfaction of all conditions precedent (including option periods, satisfactory survey and approval of financing), Seller will proceed with the sale.

The property will convey by and through an Administrator's Deed. The Administrator's deed shall reference the Order Appointing the Independent Administrator. The property will not be conveyed through a Special Warranty Deed or a Warranty Deed.

This offer may be made part of the public record. Prorations, taxes, and assessments for the year of Closing shall be prorated through the Closing Date. Property taxes shall be calculated by the Title Company and shall be binding on the parties to this contract and no offset or adjustment shall be applied after closing for the property taxes. This provision supersedes and replaces paragraph 13 of the contract.

Under no circumstances will BRIAN HILL, in his individual capacity, be considered as having participated in this Agreement or any subsequent agreements resulting therefrom including a contract of sale of the Property in any capacity other than his official capacity as the Independent Administrator.

Under no circumstances with BRIAN HILL be considered as having provided legal or other advice to any individual or entity related to the sale, other than to the Independent Administrator. Buyer acknowledges they are not represented by BRIAN HILL and are not relying on his advice or counsel, legal or otherwise, in regards to the Agreement or the sale of the Property.

The Property will be conveyed by an Administrator's Deed. The deed will include the statements:

- 1. that the sale is being made by BRIAN HILL, solely in his Fiduciary Capacity as Independent Administrator of the Estate of Terry Lynn Banta; and**
- 2. that BRIAN HILL, as Independent Administrator of the Estate of Terry Lynn Banta conveys the property solely in his representative capacity and not individually.**

Seller did not individually own or reside in this property and has no personal knowledge regarding the condition of the property. Notwithstanding anything in the contract to the contrary, as a condition precedent to the seller's undertakings and agreements hereunder, seller expressly disclaims and buyer acknowledges and accepts that seller has disclaimed making any representations, warranties, or assurances with respect to the property specifically including, but not limited to, representations or warranties as to matters of zoning, tax consequences, physical conditions, operating history or projections, valuations, governmental approvals or governmental regulations. Buyer agrees that with respect to the property it will rely upon its inspections thereof or its determinations not to inspect the same, and upon closing shall accept the property in its "AS-IS" condition, with all faults, and without reference to merchantability or fitness for any specific purpose. Buyer acknowledges, agrees, and accepts the Contract with the understanding that Seller is exempt from delivering a Seller's Disclosure of Property Condition pursuant to Texas Property Code Section 5.008(e)(5).

Seller

Date

Buyer

Date