

## SPECIAL PROVISIONS ADDENDUM

This Special Provisions Addendum (this “Addendum”) is made a part of that certain Unimproved Property Contract (the “Contract”) between **DR Schwarze, LLC**, a Texas limited liability company (“Seller”) and \_\_\_\_\_ (“Buyer”). Initially-capitalized or defined terms used in this Addendum that are not otherwise defined herein shall have the same meaning as given such terms in the base Contract. The terms, conditions, provisions, and agreements set forth in this Addendum are hereby incorporated into and made a part of the base Contract, provided that the terms, conditions, provisions, and agreements set forth in this Addendum shall prevail over the terms, conditions, provisions and agreements set forth in base Contract to the extent that they conflict.

1. Taxes. THERE SHALL BE NO FURTHER TAX PRORATIONS, ADJUSTMENTS, OR REIMBURSEMENTS AFTER CLOSING. THE CURRENT YEARS AD-VALOREM TAXES SHALL BE PRORATED. BUYER HAS REVIEWED SECTION 13 IN THE CONTRACT CAREFULLY AS TO HOW IT RELATES TO ROLLBACK TAXES ON THE PROPERTY.

2. Specific Performance. NO SPECIFIC PERFORMANCE IS REQUIRED IN THIS CONTRACT. IF SELLER FAILS TO COMPLY WITH THIS CONTRACT FOR ANY REASON, THE ONLY REMEDY SHALL BE THE RETURN OF THE EARNEST MONEY.

3. Conflicts. NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, SELLER AND BUYER AGREE THAT THE CONTRACT SHALL BE MODIFIED AS CONTAINED HEREIN THIS SPECIAL PROVISIONS ADDENDUM, AND THAT THE TERMS OF THIS ADDENDUM SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH THE TERMS OF THE CONTRACT.

4. As-Is Provision. SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR ANY OTHER MATTERS AFFECTING OR RELATING TO THE PROPERTY OR ANY IMPROVEMENTS THEREON (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW THE PROPERTY AND ANY IMPROVEMENTS THEREON ARE COVERED “AS IS” AND “WITH ALL FAULTS”, AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY AND ANY IMPROVEMENTS THEREON, INCLUDING WITHOUT LIMITATION, (i) THE

PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS, (iii) ANY ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY, AND (iv) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY AND ANY IMPROVEMENTS THEREON. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH AS REFERRED TO HEREIN.

5. Due Diligence. AS A MATERIAL INDUCEMENT TO SELLER TO SELL THE PROPERTY TO BUYER, BUYER AGREES THAT BUYER WILL PERFORM SUCH DUE DILIGENCE CONCERNING THE PROPERTY AS BUYER DEEMS APPROPRIATE. SUCH DUE DILIGENCE WILL INCLUDE, WITHOUT LIMITATION, OBTAINING SUCH INFORMATION AS BUYER DETERMINES NECESSARY REGARDING APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS, ROAD ACCESS AND INGRESS AND EGRESS TO AND FROM ALL PUBLIC ROADS, ENVIRONMENTAL ISSUES, SOIL AND SUB-SOIL CONDITIONS AND APPLICABLE GOVERNMENTAL CONSTRUCTION AND DEVELOPMENT RULES, CODES AND REGULATIONS. BUYER ASSUMES ALL RESPONSIBILITY TO DETERMINE IF THE PROPERTY IS SUITABLE TO BUYER FOR BUYER'S PROPOSED USE. BUYER AGREES THAT IT IS NOT RELYING UPON SELLER TO INFORM BUYER OF ANY INFORMATION REGARDING THE PROPERTY, OTHER THAN AS EXPRESSLY STATED IN THE CONTRACT, INCLUDING, WITHOUT LIMITATION, INFORMATION CONCERNING ACCESS TO PUBLIC STREETS, SURFACE WATER DRAINAGE, SEWER, WATER, ELECTRIC, AND OTHER UTILITIES, UNDERGROUND CONDITIONS, AND APPLICABLE GOVERNMENTAL RULES AND REGULATIONS. BUYER ACKNOWLEDGES THAT IT HAS THE RESOURCES TO EMPLOY SUCH ENGINEERS, SURVEYORS, ATTORNEYS, ARCHITECTS, AND OTHER CONSULTANTS TO ADVISE BUYER AS TO ALL ASPECTS OF THE PROPERTY AND SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO BUYER IF BUYER WOULD NOT HAVE MADE THE AGREEMENTS AND ASSURANCES SET FORTH IN THIS PARAGRAPH. THE PRECEDING IS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS CONTRACT AND SELLER WOULD NOT HAVE ENTERED INTO THIS CONTRACT IF BUYER WAS NOT VOLUNTARILY WILLING TO MAKE SUCH AGREEMENTS AND ASSURANCES SET FORTH IN THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE CLOSING.

6. Form of Deed. Seller shall convey the Property to Buyer by Special Warranty Deed.

7. Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The parties acknowledge that the parties and their respective counsel have reviewed and revised the Contract and this Addendum and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Contract, this Addendum or any amendments or exhibits thereto.

8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of the Contract or this Addendum

9. Time Periods. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in the Contract falls on a Saturday, Sunday, legal holiday, or other day in which most banks are closed in Comal County, Texas, then such date is extended to the next following date which is not a Saturday, Sunday or legal holiday (any such date being a “Business Day”). All time periods shall expire at 5:00 p.m., Central Standard Time or Central Daylight Time if in effect on the applicable date.

10. Entire Agreement. The Contract, as modified by this Addendum, constitutes the sole and entire agreement among the parties hereto relating to the Property, and no modifications of the Contract will be binding on either Party unless in writing and signed by both Parties. All the terms and conditions of the Contract are hereby made binding on the successors and assigns of both Parties.

11. Invalidity. In case anyone or more of the provisions contained in the Contract, as modified by this Addendum, for any reason is determined to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability does not affect any other provision thereof or hereof, and the Contract, as modified by this Addendum, will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original, and together the counterparts shall comprise the Addendum. For purposes of facilitating the execution of the Contract and this Addendum, a telecopy or electronic delivery [i.e., the transmission by any Party of his, her or its signature on an original or any copy of the Contract and this Addendum via fax machine or over the internet in electronic photostatic copy format (e.g., .pdf Adobe) or by electronic signature software (e.g., DocuSign)] shall be deemed to be the delivery by such Party of his, her or its original signature hereon.

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Buyer's signature

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Buyer's signature

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Seller's signature