

SPECIAL PROVISIONS ADDENDUM

1. IF THE SALE HAS NOT OCCURRED BY THE CLOSING DATE, THEN THE CLOSING DATE WILL AUTOMATICALLY BE EXTENDED FOR 14 DAYS WITH A SECOND EXTENSION FOR ANOTHER 14 DAYS AND THEREAFTER BY AGREEMENT BY BOTH PARTIES IN WRITING.
2. THIS CONTRACT IS CONTINGENT UPON THE APPROVAL OF THE SALE BY HARRIS COUNTY PROBATE COURT. SHOULD THE COURT NOT APPROVE OF THE SALE, THE CONTRACT IS AUTOMATICALLY TERMINATED AND BUYER WILL RECEIVE EARNEST MONEY REFUND ONLY.
3. THERE SHALL BE NO FURTHER TAX PRORATIONS, ADJUSTMENTS, OR REIMBURSEMENTS AFTER CLOSING. THE CURRENT YEARS AD-VALOREM TAXES SHALL BE PRORATED.
4. BUYER AGREES TO HOLD SELLER HARMLESS AND ACCEPTS THE PROPERTY'S CONDITION AND VALUE "AS IS AND WITH ALL FAULTS", INCLUDING, WITHOUT LIMITATION, LATENT AND PATENT DEFECTS. BUYER UNDERSTANDS THAT, OTHER THAN THE LIMITED WARRANTIES OF TITLE SET FORTH IN THE DEED FROM SELLER TO BUYER IN THE TRANSACTION, SELLER HAS GIVEN NO EXPRESS WARRANTIES, WHETHER BY AFFIRMATION, PROMISE, DESCRIPTION, SAMPLE, OR OTHERWISE. THE PROPERTY IS SOLD "AS IS" AND "WHERE IS" AS A MATERIAL PART OF THIS AGREEMENT, WHICH SHALL SURVIVE CLOSING AND SHALL BE RECITED IN THE SPECIAL WARRANTY DEED TO BE EXECUTED AT CLOSING.
5. NO SPECIFIC PERFORMANCE IS REQUIRED IN THIS CONTRACT. IF BUYER OR SELLER FAIL TO COMPLY WITH THIS CONTRACT FOR ANY REASON, THE ONLY REMEDY SHALL BE THE RETURN OR LOSS OF THE EARNEST MONEY.

BUYER

DATE