

ADDENDUM ONE DISCLAIMER

The provisions of this ADDENDUM ONE DISCLAIMER shall survive the closing of the purchase and sale of properties located at 10421 Hartsook Street and 10423 Hartsook Street.

Notice of Underground Storage Tanks:

(a) Seller has heretofore and does notify Buyers of the existence of underground storage tanks for petroleum products underlying Tract No. One of the Subject Property, which Seller has been informed was installed and operated by The Texas Company under the terms of a certain lease agreement dated March 16, 1955, recorded in Volume 898, Page 306, of the Contract Records of Harris County, Texas, and Seller has also been informed and believes that such lease terminated and that The Texas Company vacated the Property on or about December 6, 1968, leaving such underground storage tanks in the ground. Since that date, to the best of Sellers knowledge and belief, said storage tanks have not been used for any purpose.

(b) SELLERS HEREBY NOTIFIES BUYERS, AND BUYERS ACKNOWLEDGE, THAT THE PROPERTY IS BEING SOLD AND PURCHASED AS-IS WHERE-IS AND WITH ALL FAULTS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY, RELATING TO THE SAID UNDERGROUND STORAGE TANKS OR ITS CONDITION, OR WITH RESPECT TO ANY OTHER PROPERTY, FIXTURES OR IMPROVEMENTS ON THE SUBJECT PROPERTY, including, without limitation, any representation or warranty with respect to environmental matters relating to such underground storage tanks or the subject property or any portion thereof. No representation or warranties are or have been made by Seller relating to the presence of hazardous substances or petroleum products in, on or under the Subject Property, or that the condition or use of the property is now or has been in compliance with any or all Federal, State, or Local ordinances, rules, regulations or laws relating to the environmental matters, or building or zoning ordinances or other similar laws. For the purposes hereof the term "hazardous substances" and "petroleum products" have the same meanings as defined in Section 26.342 of the Texas Water Code as last amended. Buyers are not relying on any warranty or representation of Seller or of any agent, officer, employee, or representative of Seller, and Buyers have satisfied or will satisfy themselves as to all the foregoing matters. SELLER FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IN RESPECT OF THE SUBJECT PROPERTY. BUYERS HAVE NOT RELIED ON SELLER'S SKILL OR JUDGEMENT TO SELECT OR FURNISH SUCH PROPERTY FOR ANY PARTICULAR PURPOSE, AND SELLER MAKES NO WARRANTY THAT SUCH PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE.

(c) Buyers shall have the responsibility to notify the Texas Water Commission of the existence of the above mentioned underground storage tank and of this sale of the Subject Property which includes such underground storage tanks. If registration of such storage tanks is required, Buyers will apply for such registration. If the inspection of such tanks is required in connection with its registration or determination of whether it may again be used for the underground storage of gasoline or in connection with its removal for any reason, Buyers will obtain such an inspection as is acceptable to the Texas Water Commission. If Buyers elect to repair or replace such underground storage tanks for the sale of gasoline after Buyers first determine the requirements of the Texas Water Commission in this respect, Buyers shall do so in compliance with all requirements of the Texas Water Commission or other lawful authority. If Buyers elect not to replace the existing underground storage tanks with a new or repaired replacement tanks approved by the Commission, the cost of filling the existing tanks with an inert material (if required by the Texas Water Commission) or of refilling any hole resulting from removal of the existing tanks (if required by any governmental authority) as well as all other actions and undertakings of Buyers under this subparagraph (c) of this section shall be at the sole cost, risk and expense of Buyers and without any cost, risk and expense to Seller; it is being understood and agreed in

this regard that the Purchase Price was negotiated with the understanding and agreement of the part of Buyers to assume full responsibility for all matters referred to in this Section. Accordingly, Buyers hereby jointly and severally hereby agree to protect and save Seller free and harmless from all costs, risk and expense of whatsoever nature relating to or arising out of the existence of such underground storage tanks, Seller's ownership thereof, or the ownership or any use made thereof by Buyers or any repair, removal or restoration efforts authorized or required by any governmental authority or otherwise undertaken by Buyers.

Present Condition / As Is Condition:

GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS INVESTIGATION AND EXAMINATION OF THE PROPERTY AND GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITH ANY AND ALL LATENT AND PATENT DEFECTS, WITHOUT REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT FOR THE WARRANTY OF TITLE SPECIFICALLY SET FORTH HEREIN. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN BY GRANTOR, EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN CONTRACT FOR SALE DATED EFFECTIVE DATE OF THE CONTRACT BY AND BETWEEN GRANTOR AND GRANTEE (AS AMENDED, THE "CONTRACT"). FURTHER, GRANTEE AGREES THAT GRANTOR IS NOT LIABLE TO GRANTEE FOR, AND GRANTEE HEREBY FULLY AND FINALLY RELEASES AND DISCHARGES GRANTOR, ITS PRINCIPALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND ATTORNEYS FROM, AND GRANTEE ASSUMES ALL RISK AND LIABILITY FOR, AND INDEMNIFIES, AND HOLDS GRANTOR HARMLESS FROM, ANY AND ALL CLAIMS FOR COSTS, EXPENSES, PENALTIES, LOSSES, LIABILITIES, DAMAGES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING FROM OR RELATED TO THE OWNERSHIP, USE, PHYSICAL CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER OR NOT SUCH CLAIM IS ALLEGED TO ARISE FROM THE NEGLIGENCE OF GRANTOR.

WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (I) MATTERS OF TITLE OTHER THAN AS EXPRESSLY PROVIDED HEREIN, (II) ZONING, (III) TAX CONSEQUENCES, (IV) PHYSICAL OR ENVIRONMENTAL CONDITIONS, INCLUDING THE CONDITION OF THE SOIL OR WATER, GEOLOGY, THE EXISTENCE OF HAZARDOUS OR TOXIC MATERIALS IN OR ON THE LAND, (V) AVAILABILITY OF UTILITIES OR OTHER SERVICES TO THE LAND, (VI) AVAILABILITY OF ACCESS, INGRESS OR EGRESS, (VII) OPERATING HISTORY OR PROJECTIONS, (VIII) VALUATION OR THE PRESENT OR FUTURE INCOME THAT MAY BE GENERATED FROM THE PROPERTY, (IX) GOVERNMENTAL APPROVALS, (X) GOVERNMENTAL REGULATIONS OR ANY OTHER

MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, HABITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR THE WORKMANSHIP OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, (C) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, AND (D) THE EXISTENCE OF KNOWN OR UNKNOWN FAULTS. GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH GRANTEE'S EFFORTS WITH REGARD TO THE PLANNING, OR PLATTING PROCESS OF ANY MUNICIPALITY, PALO PINTO, STEPHENS, YOUNG, OR JACK COUNTIES, OR ANY OTHER GOVERNMENTAL OR MUNICIPAL AUTHORITIES, BOARDS OR ENTITIES. GRANTEE FURTHER ACKNOWLEDGES THAT ALL OR A PORTION OF THE PROPERTY MAY NOT CURRENTLY MEET OR COMPLY WITH, AND GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW MEETS OR COMPLIES WITH, OR IN THE FUTURE WILL MEET OR COMPLY WITH, THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OF THE STATE OF TEXAS, ANY MUNICIPALITY, THE COUNTIES OF PALO PINTO, STEPHENS, YOUNG, OR JACK, OR ANY OTHER AUTHORITY (INCLUDING GRANTOR) OR JURISDICTION. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTEE, AT GRANTEE'S EXPENSE, SHALL BE RESPONSIBLE FOR BRINGING SUCH PROPERTY INTO COMPLIANCE WITH ANY SUCH CODES OR REGULATIONS, AS APPLICABLE.

NOTWITHSTANDING ANY SEEMING CONTRADICTION, IT IS AGREED AND UNDERSTOOD THAT THE FOREGOING PROVISIONS ARE LIMITED SO AS TO NOT BE CONSTRUED AS DIMINISHING OR NEGATING (I) GRANTOR'S RESPONSIBILITY FOR ANY REPRESENTATIONS PROVIDED IN THE CONTRACT (BUT ONLY TO THE EXTENT EXPRESSLY PROVIDED AND FOR THE DURATION STATED), AND (II) ANY WARRANTY OF TITLE SET FORTH HEREIN.