

ATTACHMENT NO. 1

TEXAS STATE-SPECIFIC ADDENDUM TO REAL ESTATE PURCHASE AND SALE CONTRACT

This Addendum is made a part of that certain Real Estate Purchase and Sale Contract dated _____, 20____ (the "Contract"), between [] the Federal Deposit Insurance Corporation (the "FDIC") in the capacity therein set forth [] Corporate [insert name of FDIC subsidiary, including type of legal entity and state in which it was formed] ("Seller"), and _____ [] an individual [] a _____ ("Purchaser"), covering the Property located at _____ [insert street address if applicable] and more fully described in Exhibit "A" of the Contract. Except as specifically set forth herein, terms defined in the Contract shall have the same meanings herein. IF ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

ARTICLE 1. MARKETING INFORMATION; PROPERTY SOLD "AS IS;" WAIVER & RELEASE.

1.1 Marketing Information. While Seller has no reason to believe that any information provided regarding the sale of the Property contains any material inaccuracies, neither Seller or any of its agents, contractors, subcontractors, or representatives make any representations or warranties, express or implied, at law or in equity, as to the validity, accuracy or completeness of the information therein provided or in any advertisements, press releases or promotional materials with respect to the sale of the Property. Purchaser hereby acknowledges and agrees that neither Seller or its agents, contractors, subcontractors, or representatives have made any representation or warranty concerning the accuracy or completeness of any and all such information or the qualifications or competence of the persons providing same.

1.2 Property Sold "As Is." Purchaser hereby acknowledges that (i) in many instances Seller acquired the Property through the receivership of a failed financial institution (and where Seller is a wholly or partially owned FDIC subsidiary, the FDIC acquired its interest in that subsidiary through the receivership of a failed financial institution) and, accordingly, Seller (or, as the case may be, the FDIC) has little or no familiarity with the Property, and (ii) Purchaser is purchasing and Seller is selling the Property in an "AS IS" condition without representations or warranties of any kind or nature. Purchaser hereby further acknowledges for itself and its successors, heirs and assigns that Purchaser has been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon either independently or through agents of Purchaser's choosing, and that in purchasing the Property, Purchaser is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, but not limited to, the roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size, the existence of termites or other wood destroying insects, the presence of radon or any hazardous substances, or mold, or whether or not the Property is located in a flood zone, or whether the Property conforms to local ordinances or regulations, including zoning or the suitability of the Property for its particular use, or whether or not the Property is in compliance with any city, county, state and/or federal statutes, codes or ordinances. Purchaser is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, but not limited to, each and all of the foregoing. The Property is accepted without representation or warranty of any kind or nature and in an "AS IS" condition based solely on Purchaser's own inspection thereof. Purchaser hereby acknowledges and agrees that the Purchase Price of the Property reflects the value of the Property "AS IS," including, without limitation, each and all of the foregoing matters set forth in this Section 1.2.

1.3 Waiver and Release. Purchaser, for him/herself and his/her successors, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to, and does hereby, fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees, contractors, subcontractors, and auctioneer, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property.

ARTICLE 2. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED HAZARDS. 42 U.S.C. § 4852d; 40 C.F.R. § 745.107.

NOTE TO PREPARER AND PURCHASER: Complete this Article, and this Article has application to the transaction contemplated by the Contract, only if the Property contains a residential dwelling that was built prior to 1978.

2.1 Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2.2 Seller's Disclosure. Seller discloses the following with regard to the residential dwelling(s) located on the Property (check applicable boxes and initial):

(a) Presence of known lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) Known lead-based paint and/or lead-based paint hazards are present (explain).

Purchaser's Initials: _____

- (ii) Seller has no knowledge of the presence of any lead-based paint and/or lead-based paint hazards. Purchaser's Initials: _____

(b) Lead-based paint hazard evaluation reports or assessments in Seller's possession (check (i) or (ii) below):

- (i) Seller has provided Purchaser with any and all lead-based paint hazard evaluation reports or assessments in Seller's possession pertaining to the presence of lead-based paint and/or lead-based paint hazards (list any such documents).

Purchaser's Initials: _____

- (ii) Seller has no lead-based paint hazard evaluation reports or assessments in its possession pertaining to the presence of lead-based paint and/or lead-based paint hazards. Purchaser's Initials: _____

2.3 Purchaser's Acknowledgment. Purchaser hereby acknowledges the following (initial):

(a) Purchaser has read the Lead Warning Statement set forth above and understands its contents.

Purchaser's Initials: _____

(b) Purchaser has received the lead hazard information pamphlet "Protect Your Family from Lead in Your Home."

Purchaser's Initials: _____

(c) Purchaser will have three (3) days from the date of execution of the Contract and this Addendum to conduct a risk assessment or inspection of the residential dwelling(s) located on the Property for the presence of lead-based paint hazards. If within that 3-day period Purchaser provides Seller or the Title Company with a copy of a lead-based paint hazard evaluation report or assessment indicating the presence of lead-based paint and/or lead-based paint hazards within the residential dwelling(s) located on the Property, then Purchaser may, at its option, either (i) terminate the Contract by written notice thereof to Seller or the Title Company within said three (3) day period and receive the immediate return of the Earnest Money, and thereafter neither party to the Contract will have any further rights or obligations thereunder; or (ii) proceed to close the transaction contemplated by the Contract in accordance with its terms, including, without limitation, the remaining terms of this Addendum, and there shall be no reduction in the Purchase Price.

Purchaser's Initials: _____

ARTICLE 3. RADON TESTING, MITIGATION. Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and water. It has been found in homes all over the United States and is a carcinogen. Seller has no knowledge as to whether or not the Property has heretofore been tested for radon or whether or not a radon inspection/test has been conducted on the Property. Purchaser hereby acknowledges and agrees that he or she has had or will have sufficient time and opportunity prior to Closing to inspect and investigate the Property and that Purchaser, is satisfied with the level of any radon that may be present on the Property or will take appropriate measures to remediate any radon present on the Property post-Closing. Purchaser hereby agrees that Seller has no obligation under the Contract or otherwise to remediate or to pay for the remediation of any radon that may be present on the Property.

ARTICLE 4. FLOOD HAZARD AREAS. Purchaser hereby acknowledges and agrees that (i) he or she has had or will have sufficient time and opportunity prior to Closing to inspect the Property, including, without limitation, any flood hazard or flood plain maps of the area in which the Property is located, (ii) it shall be Purchaser's responsibility to determine whether or not the Property lies in any flood plain or flood hazard areas, and (iii) Purchaser shall obtain (a) for its own review, any information or notices concerning flood hazards or flood plains required by state or local law to be disclosed by a seller to a purchaser of real property, including, without limitation, any such information or notices that may be required prior to transfer or occupancy of the Property, and (b) the same on behalf of and in lieu of Seller in any case where Seller would otherwise have been required to obtain such information or notices.

Purchaser acknowledges and understands that a mortgage lender may require flood insurance in connection with the purchase of this Property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the Property. As a result, Purchaser acknowledges and agrees that it will not rely on the premiums paid for flood insurance on this Property previously, if any, as an indication of the premiums that will apply after Closing. Purchaser acknowledges that Purchaser has had sufficient time to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, and other matters related to the purchase of flood insurance for the Property. Purchaser also acknowledges that Purchaser has had sufficient opportunity to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this Property.

ARTICLE 5. PRIVATE WELL AND/OR PRIVATE SEWAGE SYSTEM. If the Property is on a private well and/or private septic system or private alternative septic sewage disposal system, Purchaser represents that he or she has caused or will cause prior to Closing the same to be inspected and has obtained or will obtain prior to Closing any required certificates or reports (including, without limitation, any certificate of completion) indicating that the well water is potable and that the septic system is not malfunctioning, is functioning satisfactorily, or is in operating condition. Furthermore, Seller and Purchaser hereby agree that it shall be the responsibility of Purchaser to obtain, prior to Closing, approval from all governmental agencies and authorities in the event a well, septic tank, and/or alternative septic sewage disposal system is needed to be placed on the Property. Because Purchaser is purchasing the Property in its "AS IS" condition, Purchaser hereby acknowledges and agrees that he or she will consequently take appropriate remedial action following Closing to rectify any deficiency in any private well and/or private septic

system or private alternative septic sewage disposal system located on the Property.

ARTICLE 6. SMOKE AND CARBON MONOXIDE DETECTORS/CERTIFICATE OF OCCUPANCY. Purchaser hereby acknowledges and agrees that (i) he or she has had or will have sufficient time and opportunity prior to Closing to inspect the Property, including, without limitation, any improvements thereto and any smoke detectors and carbon monoxide detectors therein, (ii) it shall be Purchaser's responsibility to ensure that the Property complies with all laws and regulations concerning the installation and operation of smoke detectors and carbon monoxide detectors, and (iii) Purchaser shall obtain (a) any required certificate of occupancy, certificate of land use compliance and/or certificates or approvals concerning smoke or carbon monoxide detectors required by state or local law, including, without limitation, those that may be required prior to transfer or occupancy of the Property, and (b) the same on behalf of and in lieu of Seller in any case where Seller would otherwise have been required to obtain such certificates and approvals.

ARTICLE 7. NOTICE REGARDING PROPERTY LOCATED IN AN AGRICULTURAL DEVELOPMENT DISTRICT UNDER TEXAS AGRICULTURAL CODE §60.063

NOTE TO PREPARER AND PURCHASER: This section has application to the transaction contemplated by the Contract only if the Property is located in an agricultural development district.

Consistent with Section 1.2 hereinabove, Seller has made no determination as to whether or not the Property is located in an agricultural development district. If the Property is located in an agricultural development district, then in accordance with Section 60.063 of the Texas Agricultural Code: (1) Seller shall give to Purchaser written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the notice in writing; and (3) at the Closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.

ARTICLE 8. SELLER'S DISCLOSURE NOTICE UNDER TEXAS PROPERTY CODE §5.008

NOTE TO PREPARER AND PURCHASER: Complete the following, and the following has application to the transaction contemplated by the Contract, only if the Property is residential real property comprising not more than one dwelling unit.

8.1 The Texas Property Code (the "TPC") applies to, among other things, the sale of residential real property comprising not more than one dwelling unit. The TPC provides certain disclosure requirements in connection with the sale of residential real property comprising not more than one dwelling unit. Exempted from such disclosure requirements under the TPC is, among other types of transfers, any transfer "by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a deed of trust or a sale pursuant to a court ordered foreclosure or has acquired the real property by a deed in lieu of foreclosure." T.P.C. §5.008(e)(4). As a matter of federal law, 12 U.S.C. §1821(d)(2)(A)(i), if Seller is the FDIC in either capacity named in the Contract, it succeeded to all of the rights, titles, powers, and privileges of a failed insured depository institution who was the beneficiary under a deed of trust and who acquired the Property at a sale conducted pursuant to a foreclosure sale under a deed of trust, including, without limitation, the benefit of the exemption set forth in T.P.C. §5.008(e)(4).

8.2 If Seller was the beneficiary under a deed of trust and acquired the Property at a sale conducted pursuant to a foreclosure sale under that deed of trust, or if Seller succeeded to the benefit of the T.P.C. §5.008(e)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i) as set forth Section 8.1 hereinabove, Seller will NOT be providing the disclosure statement required by the TPC but for the T.P.C. §5.008(e)(4) exemption.

8.3 If, however, Seller acquired the Property other than at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or, if Seller is the FDIC in either capacity named in the Contract and the failed insured depository institution through which it holds title did not acquire the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and the Property is

residential real property comprising not more than one dwelling unit, then Seller will give Purchaser the notice set forth in Schedule 8.3 hereof.

CHECK ONE OF THE FOLLOWING IN ORDER TO COMPLETE THIS SECTION:

Seller either (i) acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or (ii) succeeded to the benefit of the §5.008(e)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i), and therefore Section 8.2 above is applicable.

OR

Neither Seller nor, if Seller is the FDIC in either capacity named in the Contract, the failed insured depository institution through which it holds title, acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and therefore Section 8.3 above is applicable.

ARTICLE 9. NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES UNDER TEXAS PROPERTY CODE §5.010

NOTE TO PREPARER AND PURCHASER: Complete the following, and the following has application to the transaction contemplated by the Contract, only if the Property is vacant land.

9.1 The TPC applies to, among other things, the sale of vacant land. Consistent with Section 1.2 hereinabove, Seller has made no determination as to whether or not the Property is vacant land. Exempted from the TPC is, among other types of transfers, any transfer “by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure.” T.P.C. §5.010(b)(4). As a matter of federal law, 12 U.S.C. §1821(d)(2)(A)(i), if Seller is the FDIC in either capacity named in the Contract, it succeeded to all of the rights, titles, powers, and privileges of a failed insured depository institution who was the beneficiary under a deed of trust and who acquired the Property at a sale conducted pursuant to a foreclosure sale under a deed of trust, including, without limitation, the benefit of the exemption set forth in T.P.C. §5.010(b)(4).

9.2 If Seller was the beneficiary under a deed of trust and acquired the Property at a sale conducted pursuant to a foreclosure sale under that deed of trust, or if Seller succeeded to the benefit of the T.P.C. §5.010(b)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i) as set forth Section 9.1 hereinabove, Seller will NOT be providing the disclosure statement required by the TPC but for the T.P.C. §5.010(b)(4) exemption.

9.3 If, however, Seller acquired the Property other than at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or, if Seller is the FDIC in either capacity named in the Contract and the failed insured depository institution through which it holds title did not acquire the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and the Property is vacant land, then Seller hereby gives Purchaser the following notice required by T.P.C. §5.010:

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

CHECK ONE OF THE FOLLOWING IN ORDER TO COMPLETE THIS SECTION:

Seller either (i) acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or (ii) succeeded to the benefit of the §5.010(b)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i), and therefore Section 9.2 above is applicable.

OR

Neither Seller nor, if Seller is the FDIC in either capacity named in the Contract, the failed insured depository institution through which it holds title, acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and therefore Section 9.3 above is applicable.

ARTICLE 10. NOTICE REGARDING POSSIBLE ANNEXATION UNDER TEXAS PROPERTY CODE §5.011

10.1. The TPC applies to, among other things, the sale of real property, including disclosure requirements under T.P.C. §5.011. Exempted from the disclosure requirements of T.P.C. §5.011 is, among other types of transfers, any transfer "by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure." T.P.C. §5.011(c)(4). As a matter of federal law, 12 U.S.C. §1821(d)(2)(A)(i), if Seller is the FDIC in either capacity named in the Contract, it succeeded to all of the rights, titles, powers, and privileges of a failed insured depository institution who was the beneficiary under a deed of trust and who acquired the Property at a sale conducted pursuant to a foreclosure sale under a deed of trust, including, without limitation, the benefit of the exemption set forth in T.P.C. §5.011(c)(4).

10.2 If Seller was the beneficiary under a deed of trust and acquired the Property at a sale conducted pursuant to a foreclosure sale under that deed of trust, or if Seller succeeded to the benefit of the T.P.C. §5.011(c)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i) as set forth Section 10.1 hereinabove, Seller will NOT be providing the disclosure statement required by the TPC but for the T.P.C. §5.011(c)(4) exemption.

10.3 If, however, Seller acquired the Property other than at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or, if Seller is the FDIC in either capacity named in the Contract and the failed insured depository institution through which it holds title did not acquire the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, then Seller hereby gives Purchaser the following notice required by T.P.C. §5.011:

NOTICE REGARDING POSSIBLE ANNEXATION

If the property that is the subject of this contract is located outside the limits of a municipality, the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

CHECK ONE OF THE FOLLOWING IN ORDER TO COMPLETE THIS SECTION:

Seller either (i) acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or (ii) succeeded to the benefit of the §5.011(c)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i), and therefore Section 10.2 above is applicable.

OR

Neither Seller nor, if Seller is the FDIC in either capacity named in the Contract, the failed insured depository institution through which it holds title, acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and therefore Section 10.3 above is applicable.

ARTICLE 11. NOTICE OF OBLIGATIONS RELATED TO MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION UNDER TEXAS PROPERTY CODE §5.012

NOTE TO PREPARER AND PURCHASER: Complete the following, and the following has application to the transaction contemplated by the Contract, only if the Property contains a residential dwelling that is subject to membership in a property owners' association and that comprises not more than one (1) dwelling unit.

11.1 The TPC applies to, among other things, the sale of any residential dwelling that is subject to membership in a property owners' association and that comprises not more than one (1) dwelling unit, including disclosure requirements under T.P.C. §5.012. Consistent with Section 1.2 hereinabove, Seller has made no determination as to whether or not the Property is subject to membership in a property owners' association. Exempted from the disclosure requirements of T.P.C. §5.012 is, among other types of transfers, any transfer "by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure." T.P.C. §5.012(c)(4). As a matter of federal law, 12 U.S.C. §1821(d)(2)(A)(i), if Seller is the FDIC in either capacity named in the Contract, it succeeded to all of the rights, titles, powers, and privileges of a failed insured depository institution who was the beneficiary under a deed of trust and who acquired the Property at a sale conducted pursuant to a foreclosure sale under a deed of trust, including, without limitation, the benefit of the exemption set forth in T.P.C. §5.012(c)(4).

11.2 If Seller was the beneficiary under a deed of trust and acquired the Property at a sale conducted pursuant to a foreclosure sale under that deed of trust, or if Seller succeeded to the benefit of the T.P.C. §5.012(c)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i) as set forth Section 11.1 hereinabove, Seller will NOT be providing the disclosure statement required by the TPC but for the T.P.C. §5.012(c)(4) exemption.

11.3 If, however, Seller acquired the Property other than at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or, if Seller is the FDIC in either capacity named in the Contract and the failed insured depository institution through which it holds title did not acquire the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and the Property is residential real property that is subject to membership in a property owners' association and that comprises not more than one (1) dwelling unit, Seller hereby gives Purchaser the following notice required by T.P.C. §5.012:

NOTICE OF MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION CONCERNING THE PROPERTY AT

As a purchaser of property in the residential community in which this property is located, you are obligated to be a member of a property owners' association. Restrictive covenants governing the use and occupancy of the property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk.

You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of your property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

CHECK ONE OF THE FOLLOWING IN ORDER TO COMPLETE THIS SECTION:

Seller either (i) acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or (ii) succeeded to the benefit of the §5.012(c)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i), and therefore Section 11.2 above is applicable.

OR

Neither Seller nor, if Seller is the FDIC in either capacity named in the Contract, the failed insured depository institution through which it holds title, acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and therefore Section 11.3 above is applicable.

ARTICLE 12. DISCLOSURE OF LOCATION OF CONDITIONS UNDER SURFACE OF UNIMPROVED REAL PROPERTY UNDER TEXAS PROPERTY CODE § 5.013

NOTE TO PREPARER AND PURCHASER: Complete this Article, and this Article has application to the transaction contemplated by the Contract, only if the Property is UNIMPROVED real property.

12.1 Texas Property Code § 5.013 provides as follows:

(a) A seller of unimproved real property to be used for **residential purposes** shall provide to the purchaser of the property a written notice disclosing the location of a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product, or a hazardous substance.

(b) The notice must state the information to the best of the seller's belief and knowledge as of the date the notice is completed and signed by the seller. If the information required to be disclosed is not known to the seller, the seller shall indicate that fact in the notice.

12.2 Purchaser's Acknowledgment. Purchaser hereby acknowledges the following (check the applicable box and initial):

(a) Purchaser will use the Property for purposes other than **residential use**, and the disclosure of location of conditions referenced herein Article 12 is **not** applicable.

Purchaser's Initials: _____

(b) Consistent with Section 1.2 of this Addendum, Seller has **no knowledge** as to whether or not the Property contains a transportation pipeline or the location thereof. Purchaser hereby expressly acknowledges and agrees that (i) he or she has had or will have sufficient time and opportunity prior to Closing to inspect and investigate the Property and to determine whether or not the Property contains a transportation pipeline and its location, if any, (ii) Purchaser does not, will not, and has not rely/relied on Seller to provide any information concerning the existence or absence of any transportation pipeline, (iii) Purchaser's acknowledgement herein with respect to the conditions of the Property is a material inducement to Seller's entering into this Contract, and (iv) by Purchaser's initials below, Purchaser expressly reaffirms his/her understanding, acknowledgment, and agreement that he/she takes the Property "AS IS" as set forth in Section 1.2 of this Addendum.

Purchaser's Initials: _____

ARTICLE 13. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT UNDER TEXAS PROPERTY CODE §5.014

NOTE TO PREPARER AND PURCHASER: Complete the following, and the following has application to the transaction contemplated by the Contract, only if the Property contains residential real property that is located in a public improvement district established under Subchapter A, Chapter 372 of the Texas Local Government Code, or Chapter 382 of the Texas Local Government Code, and that consists of not more than one (1) dwelling unit.

13.1 The TPC applies to, among other things, the sale of residential real property that is located in a public improvement district established under Subchapter A, Chapter 372 of the Texas Local Government Code, or Chapter 382 of the Texas Local Government Code, and that consists of not more than one (1) dwelling unit, including disclosure requirements under T.P.C. §5.014. Consistent with Section 1.2 hereinabove, Seller has made no determination as to whether or not the Property is located in such a public improvement district. Exempted from the disclosure requirements of T.P.C. §5.014 is, among other types of transfers, any transfer “by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure.” T.P.C. §5.014(c)(4). As a matter of federal law, 12 U.S.C. §1821(d)(2)(A)(i), if Seller is the FDIC in either capacity named in the Contract, it succeeded to all of the rights, titles, powers, and privileges of a failed insured depository institution who was the beneficiary under a deed of trust and who acquired the Property at a sale conducted pursuant to a foreclosure sale under a deed of trust, including, without limitation, the benefit of the exemption set forth in T.P.C. §5.014(c)(4).

13.2 If Seller was the beneficiary under a deed of trust and acquired the Property at a sale conducted pursuant to a foreclosure sale under that deed of trust, or if Seller succeeded to the benefit of the T.P.C. §5.014(c)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i) as set forth Section 13.1 hereinabove, Seller will NOT be providing the disclosure statement required by the TPC but for the T.P.C. §5.014(c)(4) exemption.

13.3 If, however, Seller acquired the Property other than at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or, if Seller is the FDIC in either capacity named in the Contract and the failed insured depository institution through which it holds title did not acquire the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and the Property is residential real property that is located in a public improvement district established under Subchapter A, Chapter 372 of the Texas Local Government Code, or Chapter 382 of the Texas Local Government Code, and that consists of not more than one (1) dwelling unit, Seller hereby gives Purchaser the following notice required by T.P.C. §5.014:

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT

As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

CHECK ONE OF THE FOLLOWING IN ORDER TO COMPLETE THIS SECTION:

Seller either (i) acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or (ii) succeeded to the benefit of the §5.014(c)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i), and therefore Section 13.2 above is applicable.

OR

Neither Seller nor, if Seller is the FDIC in either capacity named in the Contract, the failed insured depository institution through which it holds title, acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and therefore Section 13.3 above is applicable.

ARTICLE 14. NOTICE OF RESIDENTIAL REAL PROPERTY ENCUMBERED BY LIEN UNDER TEXAS PROPERTY CODE §5.016

NOTE TO PREPARER AND PURCHASER: Complete the following, and the following has application to the transaction contemplated by the Contract, only if the Property contains residential real property that will be encumbered by a recorded lien at the time the property is conveyed.

14.1 The TPC applies to, among other things, the sale of “residential real property that will be encumbered by a recorded lien at the time the property is conveyed.” T.P.C. §5.016. Consistent with Section 1.2 hereinabove, Seller has made no determination as to whether or not the Property will be encumbered by a recorded lien at the time the property is conveyed. Exempted from the TPC is, among other types of transfers, any transfer “by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the real property by a deed in lieu of foreclosure.” T.P.C. §5.016(c)(4). As a matter of federal law, 12 U.S.C. §1821(d)(2)(A)(i), if Seller is the FDIC in either capacity named in the Contract, it succeeded to all of the rights, titles, powers, and privileges of a failed insured depository institution who was the beneficiary under a deed of trust and who acquired the Property at a sale conducted pursuant to a foreclosure sale under a deed of trust, including, without limitation, the benefit of the exemption set forth in T.P.C. §5.016(c)(4).

14.2 If Seller was the beneficiary under a deed of trust and acquired the Property at a sale conducted pursuant to a foreclosure sale under that deed of trust, or if Seller succeeded to the benefit of the T.P.C. §5.016(c)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i) as set forth Section 14.1 hereinabove, Seller will NOT be providing the disclosure statement required by the TPC but for the T.P.C. §5.016(c)(4) exemption.

14.3 If, however, Seller acquired the Property other than at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or, if Seller is the FDIC in either capacity named in the Contract and the failed insured depository institution through which it holds title did not acquire the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and the Property is residential real property that will be encumbered by a recorded lien at the time the property is conveyed, then Seller hereby agrees to give Purchaser (and each lienholder) the notice required by T.P.C. §5.016.

CHECK ONE OF THE FOLLOWING IN ORDER TO COMPLETE THIS SECTION:

Seller either (i) acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or (ii) succeeded to the benefit of the §5.016(c)(4) exemption, under 12 U.S.C. §1821(d)(2)(A)(i), and therefore Section 14.2 above is applicable.

OR

Neither Seller nor, if Seller is the FDIC in either capacity named in the Contract, the failed insured depository institution through which it holds title, acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and therefore Section 14.3 above is applicable.

ARTICLE 15. SELLER DISCLOSURE OF UNDERGROUND AND ABOVE GROUND STORAGE TANKS.
Texas Administrative Code, Title 30, Chapter 334

15.1 Tex. Admin. Code Title 30 § 334.9 provides as follows:

Effective on and after September 29, 1989, any person who sells or otherwise legally conveys a tank (or tank system) which is designed or intended to be installed as an underground storage tank (UST) or an aboveground storage tank (AST) must provide the purchaser (or grantee) with written notification of a tank owner's obligations relative to the agency's tank registration, compliance self-certification, and construction/installation notification provisions under §334.7 of this title (relating to Registration for Underground Storage Tanks (USTs) and UST Systems); §334.127 of this title (relating to Registration for Aboveground Storage Tanks (ASTs)); §334.8 of this title (relating to Certification for Underground Storage Tanks (USTs) and UST Systems); §334.6 of this title (relating to Construction Notification for Underground Storage Tanks (USTs) and UST Systems); and §334.126 of this title (relating to Installation Notification for Aboveground Storage Tanks (ASTs)).

15.2 Purchaser's Acknowledgement. Purchaser hereby acknowledges the following (check the applicable box and initial):

(a) Consistent with Section 1.2 of this Addendum, Seller has **no sufficient knowledge** as to whether or not the Property contains an underground storage tank or tank system, or an aboveground tank or tank system, as required for disclosure under Tex. Admin. Code Title 30 §334.9. Purchaser hereby expressly acknowledges and agrees that (i) he or she has had or will have sufficient time and opportunity prior to Closing to inspect and investigate the Property and to determine whether or not the Property contains an underground storage tank or tank system, or an aboveground tank or tank system, (ii) Purchaser does not, will not, and has not rely/relied on Seller to provide any information concerning the existence or absence of any underground storage tank or tank system, or an aboveground tank or tank system in or under the Property, (iii) Purchaser's acknowledgement herein with respect to the conditions of the Property is a material inducement to Seller's entering into this Contract, and (iv) by Purchaser's initials below, Purchaser expressly reaffirms his/her understanding, acknowledgment, and agreement that he/she takes the Property "AS IS" as set forth in Section 1.2 of this Addendum.

Purchaser's Initials: _____

(b) By Purchaser's signature/initials herein, Purchaser acknowledges the receipt of the disclosure concerning storage tanks on or under the Property.

Purchaser's Initials: _____

ARTICLE 16. DISCLOSURE REGARDING ENFORCEMENT OF LAND USE RESTRICTIONS. Tex. Local.
Gov't Code § 212.155

16.1 With respect to real property located in a Texas municipality with a population of 1.5 million or more that passes an ordinance that requires uniform application and enforcement of land use restrictions contained in plats and other instruments with regard to all property and residents or to a municipality that does not have zoning ordinances and passes an ordinance that requires uniform application and enforcement of this subchapter with regard to all property and residents, Tex. Local. Gov't Code § 212.155 provides that:

The governing body of the municipality may require, in the manner prescribed by law for official action of the municipality, any person who sells or conveys restricted property located inside the boundaries of the municipality to first give to the purchaser written notice of the restrictions and notice of the municipality's right to enforce compliance.

16.2 Purchaser's Acknowledgement. Purchaser hereby acknowledges the following (check the applicable box and initial):

(a) Purchaser acknowledges that the Property is **not** located in a Texas municipality with a population of 1.5 million or more; therefore, the disclosure regarding enforcement of land use restrictions is **not** applicable.

Purchaser's Initials: _____

(b) Consistent with Section 1.2 of this Addendum, Seller has **no knowledge** as to whether (i) the Property is located in a municipality with a population of 1.5 million or more; and/or (ii) the governing body of the municipality requires any person who sells or conveys restricted property located within its jurisdiction to first give written notice the purchaser of the restrictions and the municipality's right to enforce compliance therewith. Purchaser hereby expressly acknowledges and agrees that (i) he or she has had or will have sufficient time and opportunity prior to Closing to inspect and investigate the Property and to determine whether or not the Property is located in a municipality with land use restrictions and the governing body's right to enforce compliance therewith, (ii) Purchaser does not, will not, and has not rely/relied on Seller to provide any information concerning the existence or absence of any such land use restrictions and the governing body of the municipality's right to enforce compliance therewith, (iii) Purchaser's acknowledgement herein with respect to the conditions of the Property is a material inducement to Seller's entering into this Contract, and (iv) by Purchaser's initials below, Purchaser expressly reaffirms his/her understanding, acknowledgment, and agreement that he/she takes the Property "AS IS" as set forth in Section 1.2 of this Addendum.

Purchaser's Initials: _____

(c) By Purchaser's signature/initials herein, Purchaser acknowledges the receipt of the disclosure concerning land use restrictions.

Purchaser's Initials: _____

ARTICLE 17. NOTICE REGARDING COASTAL AREA PROPERTY UNDER TEXAS NATURAL RESOURCES CODE §33.135

NOTE TO PREPARER AND PURCHASER: This section has application to the transaction contemplated by the Contract only if the Property abuts or adjoins the tidally influenced waters of the State of Texas.

17.1 Consistent with Section 1.2 hereinabove, Seller has made no determination as to whether or not the Property abuts or adjoins the tidally influenced waters of the State of Texas. If the Property abuts or adjoins the tidally influenced waters of the State of Texas, then Seller hereby gives Purchaser the following notice required by Texas Natural Resources Code §33.135, and Purchaser agrees to acknowledge receipt of the notice in writing:

NOTICE REGARDING COASTAL AREA PROPERTY

- (1) The real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.
- (2) The seller, transferor, or grantor has no knowledge of any prior fill as it relates to the property described in and subject to this contract.
- (3) State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.
- (4) The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office in Austin.

Purchaser's Initials: _____

ARTICLE 18. DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH UNDER TEXAS NATURAL RESOURCES CODE § 61.025

NOTE TO PREPARER AND PURCHASER: Complete this Article, and this Article has application to the transaction contemplated by the Contract, only if the Property is coastal real property near a Texas beach.

18.1 Texas Natural Resources Code § 61.025 provides as follows:

(a) Except as otherwise provided by Subsection (b), a person who sells or conveys an interest, other than a mineral, leasehold, or security interest, in real property located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel must include in any **executory contract** for conveyance a statement of legal and economic risks of purchasing coastal real property near a beach in the form substantially outlined in § 61.025.

(b) If the statement is not included in the executory contract for conveyance or there is no executory contract for conveyance, the statement must be delivered to, and receipt thereof acknowledged by, the purchaser not later than 10 calendar days prior to closing the transaction.

(c) Failure to comply with Subsection (a) or (b), as applicable, shall be grounds for the purchaser to terminate the contract or agreement to convey, and upon termination any earnest money shall be returned to the party making the deposit.

18.2 Purchaser's Acknowledgement. Purchaser hereby acknowledges the following (check the applicable box and initial):

(a) Purchaser acknowledges that the Property is **not** coastal real property near a beach.

Purchaser's Initials: _____

(b) Consistent with Section 1.2 of this Addendum, Seller has made no determination as to whether the Property is seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the Property's geographic location meets the statutory descriptions, Seller hereby gives Purchaser the following notice required by Texas Natural Resources Code §61.025, and Purchaser agrees to acknowledge receipt of the notice in writing:

DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH

WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom. The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code. Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office. State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.

The purchaser is hereby notified that the purchaser should:

- (1) determine the rate of shoreline erosion in the vicinity of the real property; and
- (2) seek the advice of an attorney or other qualified person before executing this contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.

Purchaser's Initials: _____

ARTICLE 19. NOTICE CONCERNING PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER UNDER TEXAS WATER CODE §13.257

NOTE TO PREPARER AND PURCHASER: This section has application to the transaction contemplated by the Contract only if the Property is located in a certificated service area of a utility service provider.

19.1 The Texas Water Code ("TWC") also applies to, among other things, the sale of "real property located in a certificated service area of a utility service provider." Tex. Water Code §13.257. Consistent with Section 1.2 hereinabove, Seller has made no determination as to whether or not the Property is located in a certificated service area of a utility service provider. Exempted from the TWC is, among other types of transfers, a transfer "a transfer of title by a mortgagee or beneficiary under a deed of trust who acquired the property: (A) at a sale conducted under a power of sale conferred by a deed of trust or other contract lien; (B) at a sale under a court judgment foreclosing a lien; or (C) by a deed in lieu of foreclosure." Texas Water Code §13.257(c)(8). As a matter of federal law, 12 U.S.C. §1821(d)(2)(A)(i), if Seller is the FDIC in either capacity named in the Contract, it succeeded to all of the rights, titles, powers, and privileges of a failed insured depository institution who was the beneficiary under a deed of trust and who acquired the Property at a sale conducted pursuant to a foreclosure sale under a deed of trust, including, without limitation, the benefit of the exemption set forth in Texas Water Code §13.257(c)(8).

19.2 If Seller was the beneficiary under a deed of trust and acquired the Property at a sale conducted pursuant to a foreclosure sale under that deed of trust, or if Seller succeeded to the benefit of the §13.257(c)(8) exemption, under 12 U.S.C. §1821(d)(2)(A)(i) as set forth Section 19.1 hereinabove, Seller will NOT be providing the disclosure statement required by the TWC but for the §13.257(c)(8) exemption.

19.3 If, however, Seller acquired the Property other than at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or, if Seller is the FDIC in either capacity named in the Contract and the failed insured depository institution through which it holds title did not acquire the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and the Property is located in a certificated service area of a utility service provider, then Seller hereby gives Purchaser the following notice

required by Texas Water Code §13.257:

The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.

CHECK ONE OF THE FOLLOWING IN ORDER TO COMPLETE THIS SECTION:

Seller either (i) acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, or (ii) succeeded to the benefit of the §13.257(c)(8) exemption, under 12 U.S.C. §1821(d)(2)(A)(i), and therefore Section 19.2 above is applicable.

OR

Neither Seller nor, if Seller is the FDIC in either capacity named in the Contract, the failed insured depository institution through which it holds title, acquired the Property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or by a deed in lieu of foreclosure, and therefore Section 19.3 above is applicable.

ARTICLE 20. UTILITY DISTRICT NOTICE. Texas Water Code § 49.452

20.1 Texas Water Code § 49.452 requires the following disclosures:

(a) Any person who proposes to sell or convey real property located in a district created under this title or by a special Act of the legislature that is providing or proposing to provide, as the district's principal function, water, sanitary sewer, drainage, and flood control or protection facilities or services, or any of these facilities or services that have been financed or are proposed to be financed with bonds of the district payable in whole or part from taxes of the district, or by imposition of a standby fee, if any, to household or commercial users, other than agricultural, irrigation, or industrial users, and which district includes less than all the territory in at least one county and which, if located within the corporate area of a city, includes less than 75 percent of the incorporated area of the city or which is located outside the corporate area of a city in whole or in substantial part, must first give to the purchaser the written notice provided in this [sub]section [(b), (c), or (d)]. Tex. Water Code §49.452(a)(1).

(b) The notice required by this section shall be given to the prospective purchaser prior to execution of a binding contract of sale and purchase either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller providing the notice required by this subsection, the purchaser shall be entitled to terminate the contract. If, however, the seller furnishes the required notice at or prior to closing the purchase and sale contract and the purchaser elects to close even though such notice was not timely furnished prior to execution of the contract, it shall be conclusively presumed that the purchaser has waived all rights to terminate the contract and recover damages or other remedies or rights under the provisions of this section. Tex. Water Code § 49.452(f).

(c) At the closing of purchase and sale, a separate copy of such notice with current information shall be executed by the seller and purchaser, acknowledged, and thereafter recorded in the deed records of the county in which the property is located. Tex. Water Code § 49.452(h).

20.2 Purchaser's Acknowledgement. Purchaser hereby acknowledges the following (check the applicable box and initial):

(a) By Purchaser's signature/initials herein, Purchaser acknowledges the receipt of the disclosure concerning utility district.

Purchaser's Initials: _____

(b) By Purchaser's signature/initials herein, Purchaser acknowledges that Seller shall provide the required disclosure prior to Closing, and upon Purchaser's receipt and acknowledgment of the required disclosure, Purchaser acknowledges and agrees to have waived all rights to terminate the contract and recover damages or other remedies or rights under the provisions of Tex. Water Code § 49.452 should Purchaser elect to close the purchase of the Property despite the fact that such required disclosure was not provided to him/her prior to the execution of the Contract.

Purchaser's Initials: _____

ARTICLE 21. NOTICE REGARDING PROPERTY LOCATED IN CERTAIN ANNEXED WATER DISTRICTS. Texas Water Code § 54.016

21.1 Pursuant to Tex. Water Code § 54.016(h)(4)(A), a purchaser of real property is to receive a mandatory notice when the property is located in a water or sanitary sewer district which entered into a contract with a city with a population of 1.8 million or less that allows the city to set rates in the district after annexation, which rates are different from rates charged to other residents of the city. The seller of real property must, at or before closing, deliver a separate written notice executed and acknowledged by the seller containing required information.

21.2 Purchaser's Acknowledgement. Purchaser hereby acknowledges the following (check the applicable box and initial):

(a) Consistent with Section 1.2 of this Addendum, Seller has **no knowledge** as to whether the Property is located in a water or sewer district annexed by a city with a population of 1.8 million or less. Purchaser hereby expressly acknowledges and agrees that (i) he or she has had sufficient time and opportunity prior to the purchase (and thus prior to the signing of the Contract) to inspect and investigate the Property and to determine whether or not the Property is located in such an annexed water district as provided in Tex. Water Code § 54.016, (ii) Purchaser does not, will not, and has not rely/relied on Seller to provide any information concerning a property owner's legal and financial obligations with respect to real property located in such an annexed water district, (iii) Purchaser's acknowledgement herein with respect to the conditions of the Property is a material inducement to Seller's entering into this Contract, and (iv) by Purchaser's initials below, Purchaser expressly reaffirms his/her understanding, acknowledgment, and agreement that he/she takes the Property "AS IS" as set forth in Section 1.2 of this Addendum.

Purchaser's Initials: _____

(b) By Purchaser's signature/initials herein, Purchaser acknowledges the receipt of the disclosure concerning annexed water district.

Purchaser's Initials: _____

ARTICLE 22. NOTICE CONCERNING PROPERTY LOCATED IN FUTURE TRANSPORTATIONS CORRIDOR.

22.1 Pursuant to Tex. Local Gov't Code § 232.0033, if all or part of a subdivision for which a plat is required under Chapter 232 is located within a future transportation corridor identified in an agreement under Tex. Transp. Code § 201.619, it is required, amongst others:

(b)(2) each purchase contract or lease between the subdivider and a purchaser or lessee of land in the subdivision must contain a conspicuous statement that the land is located within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to the future transportation corridor.

22.2 Consistent with Section 1.2 of this Addendum, Seller has made no determination as to whether the Property is located within the area of the alignment of a transportation project as shown on the final environmental decision document applicable to the future transportation corridor identified in an agreement between the Texas Transportation Department and the county. If the Property is located in the area of the alignment of a transportation project as shown on the final environmental decision document applicable to the future transportation corridor identified in an agreement between the Texas Transportation Department and the county, Seller hereby gives Purchaser the following notice required by Texas Local Government Code § 232.0033, and Purchaser agrees to acknowledge receipt of the notice in writing:

Notice to Purchaser that Property Is Located within the Area of the Alignment of a Transportation Project

THE PROPERTY IS LOCATED WITHIN THE AREA OF THE ALIGNMENT OF A TRANSPORTATION PROJECT AS SHOWN ON A FINAL ENVIRONMENTAL DECISION DOCUMENT THAT IS APPLICABLE TO THE FUTURE TRANSPORTATION CORRIDOR IDENTIFIED IN AN AGREEMENT UNDER SECTION 201.619 OF THE TEXAS TRANSPORTATION CODE.

Purchaser's Initials: _____

ARTICLE 23. NOTICE CONCERNING CERTIFICATE OF MOLD REMEDIATION.

23.1 Pursuant to Tex. Occ. Code § 1958.154, a property owner, who sells real property that has been issued a certificate of mold remediation under this section, must deliver a copy of each certificate of mold remediation issued for the property during the preceding five years.

23.2 Purchaser's Acknowledgement. Purchaser hereby acknowledges that consistent with Section 1.2 of this Addendum, Seller has **no knowledge** as to whether the Property has been issued certificate(s) of mold remediation during Seller's ownership; Seller has **no knowledge** as to whether the Property sustained mold or mold damage. Purchaser hereby expressly acknowledges and agrees that (i) he or she has had sufficient time and opportunity prior to the purchase (and thus prior to the signing of the Contract) to inspect and investigate the Property and to determine whether or not the Property sustained or has sustained mold damage, (ii) Purchaser does not, will not, and has not rely/relied on Seller to provide any information regarding the absence or existence of mold or mold damage in or to the Property, (iii) Purchaser's acknowledgement herein with respect to the conditions of the Property is a material inducement to Seller's entering into this Contract, and (iv) by Purchaser's initials below, Purchaser expressly reaffirms his/her understanding, acknowledgment, and agreement that he/she takes the Property "AS IS" as set forth in Section 1.2 of this Addendum.

Purchaser's Initials: _____ (if applicable)

ARTICLE 24. TEXAS UNIFORM CONDOMINIUM ACT. . TEX. PROP. CODE § 82.156-157.

NOTE TO PURCHASER: This Article has application to the transaction contemplated by the Contract, only if the Property is comprised of a condominium unit or units.

24.1 Condominium Documents, Resale Certificates, and Purchaser's Right to Cancel.

(a) If a purchaser of a unit from a unit owner other than a declarant has not received from the seller the declaration, bylaws, and association rules (the "Condominium Documents") required by Section 82.157 before the purchaser executes a contract of sale, the purchaser may cancel the contract before the sixth day after the date the purchaser receives those documents. If a purchaser has not received a resale certificate before executing a contract of sale, the purchaser may cancel the contract before the sixth day after the date the purchaser receives the resale certificate or executes a waiver under Section 82.157(b), whichever occurs first. Tex. Prop. Code § 82.156(a).

(b) Purchaser and seller may waive the requirements under the Texas Uniform Condominium Act if the Property contains unit(s) in a condominium in which all units are restricted to nonresidential use. Tex. Prop. Code § 82.151(a).

(c) If a unit owner other than a declarant intends to sell a unit, before executing a contract or conveying the unit, the unit owner must furnish to the purchaser a resale certificate that must have been prepared not earlier than three months before the date it is delivered to the purchaser. Tex. Prop. Code § 82.157(a). Not later than the 10th day after the date of receiving a written request by a unit owner, an association shall furnish to the selling unit owner or the owner's agent a resale certificate signed and dated by an officer or authorized agent of the association containing the information required by Section 82.157(a). If an association does not furnish a resale certificate or any information required in the certificate within the 10-day period, the unit owner may provide the purchaser with a sworn affidavit signed by the unit owner in lieu of the certificate. An affidavit must state that the unit owner requested information from the association concerning its financial condition, as required by this section, and that the association did not timely provide a resale certificate or the information required in the certificate. If a unit owner has furnished an affidavit to a purchaser, the unit owner and the purchaser may agree in writing to waive the requirement to furnish a resale certificate.

24.2 Purchaser's Acknowledgement. Purchaser hereby acknowledges the following (check the applicable box and initial):

(a) By Purchaser's signature/initials herein, Purchaser acknowledges and agrees that the Property contains unit(s) in a condominium in which all units are restricted to nonresidential use, and (i) Seller will not provide Purchaser with the Condominium Documents or Resale Certificate required by the Texas Uniform Condominium Act, and (ii) Purchaser waives any rights and remedies under the Texas Uniform Condominium Act, including cancellation of the Contract, for Seller not providing Purchaser with the Condominium Documents or Resale Certificate.

Purchaser's Initials: _____

(b) By Purchaser's signature/initials herein, Purchaser acknowledges that he/she has been advised to (i) **receive/obtain a copy of the declaration, bylaws, and associations rules governing the Property,** and (ii) **to read those documents before executing this Contract.**

Purchaser's Initials: _____

(c) By Purchaser's signature/initials herein, Purchase acknowledges that he/she has been provided a copy of the Condominium Documents.

Purchaser's Initials: _____

(d) By Purchaser's signature/initials herein, Purchaser acknowledges that he/she has received
 a copy of the Resale Certificate; or
 in lieu of a Resale Certificate, a sworn affidavit from Seller, and that he/she has agreed in writing to waive the receipt of the Resale Certificate.

Purchaser's Initials: _____

[signature pages to follow.]

PURCHASER:

[if an individual, sign on this first line, print name on second; if husband and wife, have second spouse do likewise on next two lines]

[if legal entity, print its name just as set forth in the Contract, including type of entity and state in which it was formed]

By: _____
[entity's representative signs here]

Print Name: _____

Title: _____

Date: _____

SELLER:

[print name of Seller just as set forth in the Contract, including, if applicable, type of entity and state in which it was formed]

By: _____
[entity's representative signs here]

Print Name: _____

Title: _____

Date: _____