

Addendum 1 Contract

This Addendum #1 is made part of, and incorporated into, that certain TREC Contract between Buyer and Seller for the purchase of the Property described as:

Legal Description _____

The Property address is known as: _____

1. Buyer agrees to indemnify, defend, and hold Seller harmless from any claims, damages, liabilities, or costs arising out of: (a) Buyer's inspections or entry onto the Property; (b) the acts or omissions of Buyer or any person Buyer invites or allows onto the Property, including Buyer's agents, inspectors, contractors, or guests; or (c) Buyer's post-closing use, ownership, or activities on the Property.
2. Seller has had limited or short-term ownership of the Property and therefore has limited knowledge of its condition. Buyer agrees to conduct Buyer's own independent inspections, investigations, and due diligence regarding all matters affecting the Property, including but not limited to access and utilities, boundaries and surveys, zoning, restrictions, permitted uses, floodplain, drainage, wetlands, environmental conditions, soil and subsurface conditions, availability of permits, and all easements or encumbrances. Buyer accepts the Property AS IS, with no reliance on any statements, representations, disclosures, or information provided by Seller or any agent of Seller.
3. Seller is not obligated to perform any repairs or improvements identified in Buyer's inspections, investigations, or due diligence.
4. At Closing, Buyer accepts the Property AS IS, WHERE IS, and WITH ALL FAULTS, without any warranty from Seller, express, implied, or statutory, including but not limited to any warranty relating to the condition of the Property; habitability; merchantability; fitness for a particular purpose; environmental, geological, meteorological, or soil conditions; water in, on, under, or affecting the Property; drainage or topography; size, acreage, boundaries, or configuration; suitability for development or any particular use; the accuracy of any information or materials provided by any title company; or the quality, design, or construction of any improvements, if any. Buyer acknowledges that all warranties are expressly disclaimed.
5. Buyer's Sole Remedy: If Seller fails to comply with this Agreement, Buyer's sole and exclusive remedy shall be to terminate the Agreement and receive a refund of the Earnest Money Deposit. Buyer waives all other remedies at law or in equity, including claims for damages or specific performance.
6. Seller(s) shall select the attorney who will prepare the Special Warranty Deed.
7. Buyer agrees that any rollback taxes assessed after Closing, regardless of cause, shall be the responsibility of Buyer.
8. Buyer acknowledges that Seller may sell, assign, or transfer the promissory note, deed of trust, or servicing rights at any time, and Buyer agrees to comply with any written notice of such transfer.
9. Attorney Fees: Each party shall be responsible for its own attorney fees and costs, regardless of outcome, except in cases where a court determines a claim to be baseless or frivolous.
10. Mineral Rights Disclosure: Seller reserves all mineral interests presently owned by Seller. Seller also waives all rights of surface use, including ingress and egress, relating to exploration, drilling, or removal of such minerals. Buyer acknowledges that Seller makes no warranty regarding prior mineral severance or the extent of Seller's mineral ownership.

Buyer's Initials _____ Seller's Initials _____

Addendum 1 Contract

The Property address: _____

11. Severability: If any provision of this Addendum is found to be unenforceable, the remaining provisions shall remain in full force and effect.
12. Entire Agreement: This Addendum supersedes any conflicting term contained in the Purchase and Sale Agreement or any other addendum, rider, disclosure, or exhibit. In all cases, this Addendum controls.
13. All disclaimers, AS-IS provisions, non-reliance provisions, indemnities, waivers, assignment rights, attorney-fee provisions, remedy limitations, and mineral-rights provisions survive Closing.
14. A managing member of J-P REI Solutions LLC is a licensed real estate agent in Texas but is acting solely as a principal in this transaction and is not representing any party. Buyer may choose to be represented by a licensed real estate agent of Buyer's choice or may elect to represent themselves.

Buyers

Sellers

Signature Date: _____

Signature J-P REI Solutions LLC (managing member) Date: _____

Signature Date: _____

Signature J-P REI Solutions LLC (managing member) Date: _____