

EXHIBIT B

ADDENDUM TO EARNEST MONEY CONTRACT

This Addendum to Earnest Money Contract ("Addendum") is incorporated into and shall amend and supplement the Earnest Money Contract or Sale Contract to which it is attached (the "Contract") of even date herewith, between the Seller and the Buyer concerning the Property. The Seller and Buyer agree that the following provisions are made a part of the Contract and that if anything contained in this Addendum conflicts with or contradicts any of the terms in the Contract, this Addendum shall control:

1. **Defined Terms.** All capitalized terms that are defined in the Contract shall have the same meanings in this Addendum that are given to them in the Contract.
2. **Special Warranty of Title.** Notwithstanding any other provision in the Contract to the contrary, the Seller shall convey good and indefeasible title to the Property to the Buyer at the closing by Special Warranty Deed, in Form attached as **Exhibit C**, subject to the exceptions to title provided for in the Contract as well as zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, any and all matters on the ground that a true and correct survey would reveal, and the rights and interests of other parties with respect to each of the restrictions, reservations, covenants, easements, conditions, agreements, assessments, maintenance charges, leases, previously conveyed or reserved mineral and royalty interest, and other matters, if any, that are of record in the office of the County Clerk of the counties in which any part of the Property is located, but only to the extent that the same are valid, in effect and relate to the Property. Notwithstanding anything to the contrary contained in the Contract. All Title Policy premiums shall be paid by Buyer.
3. **I.R.S Right of Redemption.** This Contract is subject to any rights of redemption of the Internal Revenue Service. Title insurance may protect the Buyer against any rights of redemption of the Internal Revenue Service if the Buyer elects to obtain title insurance.
4. **Utility District Notice.** If the Property is situated in a Utility District, Section 50.301 of the Texas Water Code requires the Buyer to sign and acknowledge the statutory notice from the Seller relating to the tax rate and bonded indebtedness of the District, and the Buyer agrees to sign the notice at closing.
5. **Necessary Approval.** The Buyer acknowledges that prior to the Closing, the Seller must obtain approval from its Board of Directors or other senior management. The acceptance of this Contract by the Seller prior to receipt by the Seller of the appropriate approval is subject to the potential rejection of this Contract. If this Contract is rejected or not approved by the Seller's Board of Directors or other senior management, the Contract shall automatically terminate and the Earnest Money shall be returned to the Buyer and neither party shall have any further rights or obligations under the Contract.

6. Seller Financing. If this Contract provides for "SELLER FINANCING ", it is understood that the Buyer must apply for same and meet all of the Seller's underwriting guidelines in order to obtain such financing. It is understood that loan approval must be received from the Seller in writing prior to closing. THE SELLER MAKES NO REPRESENTATIONS CONCERNING THE AVAILABILITY OR THE TERMS OF FINANCING FROM ITSELF OR ANY OTHER PARTY.

7. Feasibility Study Inspection. The Buyer is granted the right to conduct an engineering and/or market and economic feasibility study ("Feasibility Study") of the Property and a physical inspection ("Inspection") thereof. Buyer, or his designated agents, may enter upon the Property for the purposes of such analysis, tests, and inspections which may be deemed necessary by Buyer. If Buyer determines, in his sole judgment, that the Property is not suitable for any reason for Buyer's intended use or purpose, or is not in satisfactory condition, then Buyer may, on written notice to Seller on or before the earlier of (i) ten (10) days from the effective date of the Contract, (ii) the expiration of any inspection period designated in the Contract or (iii) the expiration of any feasibility period designated in the Contract, terminate the Contract and it shall be null and void for all purposes and the Earnest Money shall be returned to Buyer. However, the Earnest Money shall not be returned to Buyer until Buyer has delivered to Seller copies of all written reports, studies and assessments that have been produced by third parties at the direction of the Buyer in connection with Buyer's due diligence during the Feasibility Period and as a result of the Inspection. If written notice is not given to Seller within such period, and if written reports, studies and assessments have not been delivered to Seller by Buyer, this condition and any and all objections with respect to the Feasibility Study and Inspection shall be deemed to have been waived by Buyer for all purposes. Buyer shall promptly repair and restore in a workmanlike manner satisfactory to Seller any damage to the Property to its prior condition. Buyer shall indemnify and hold Seller harmless for any damage, loss liability or expense (including court cost and attorneys' fees) arising out of the conduct of Buyer's inspection, which indemnity shall survive both Closing and either of the expiration or termination of the Contract. The Feasibility Study/Inspection shall be at Buyer's expense.

8. Taxes and Assessments. Notwithstanding anything to the contrary contained in the Contract, or any other document executed by the Buyer or Seller in connection with the closing (unless such other document expressly refers to this taxes and assessments provision), the Buyer acknowledges and agrees that all taxes and assessments shall be prorated as of the date of closing, including, but not limited to state, county, and local governments, municipal utility districts, private utility districts, public improvement districts, tax increment reinvestment zones, property improvement districts or any other zone, district, or government group or entity (collectively "Taxing Authority") to which the Property maybe subject for (A) assessed and unpaid real estate taxes, (B) ad valorem taxes, (C) improvement assessments, (D) general assessments, (E) bond assessments, (F) any rollback or disallowance of any prior exemptions from taxation, (G) any reassessments or adjustments to value or tax rate, (H) any other kind of tax or assessment, or (I) any other action of any Taxing Authority of any kind resulting in any increase in tax liability or obligation to any Taxing Authority for the current, prior or future years which is (a) levied and/or assessed, (b) may be assessed or levied in the future, (a) currently due or not yet due, or (d) deferred and otherwise due in the future in installments or

otherwise. The Buyer shall receive the benefit of any credit or refund from any Taxing Authority related to the Property resulting from any of the foregoing except as set forth in any provision hereof relating to any pending tax valuation protest.

9. **Tax Valuation Protest.** In the event Seller has protested the appraisal district's valuation of the Property for tax purposes, then (a) if any taxes are subsequently credited or refunded, the amount of the credit or refund, less the reasonable costs in obtaining the credit or refund, including any costs of any third party real estate tax consultant engaged by Seller (the "Consultant"), will be apportioned between Buyer and Seller with all credits or refunds applicable to the period on and prior to the Closing Date belonging entirely to Seller and all credits or refunds applicable to the period after the Closing Date belonging entirely to Buyer, and (b) any savings resulting from the Consultant's efforts in reducing the assessed valuation of the Property for the year in which this contract is effective, less the reasonable costs of the Consultant in obtaining such reduced assessed valuation, will be apportioned between Buyer and Seller with all savings applicable to the period on and prior to the Closing Date belonging entirely to Seller and all savings applicable to the period after Closing Date belonging entirely to Buyer.

10. **Disclaimer.** As a material part of the consideration for entering into the Contact, the Buyer agrees and represents, warrants, guarantees and promises to the Seller as follows:

(a) The Buyer acknowledges that the Seller has acquired the Property through foreclosure. Therefore, the Seller has little or no knowledge of the condition of the Property and cannot make any representations, warranties or guaranties about the Property.

(b) The Buyer has been given the opportunity to inspect, examine and investigate the Property. If Buyer elects to consummate the purchase of the Property after making such inspections, examinations and investigations, the Buyer agrees that it is relying solely on its own inspections, examinations and investigations in making the decision to purchase the Property.

(c) The Buyer has not relied, and is not relying, upon any information, document, sales brochures, or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given or made by, or on behalf of the Seller.

(d) The Buyer is not relying on and has not relied on the Seller or its agents as to the quality, nature, adequacy or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; the quality, nature, adequacy or physical condition of soils or the existence of groundwater at the Property; the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; the real estate taxes now or hereafter payable on the Property or the valuation of the Property for ad valorem tax purposes; the Property's habitability, merchantability or fitness, suitability or adequacy for any particular purposes; the zoning or other legal status of the Property; the Property's or its operations' compliance with any

applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; the quality of any labor or materials relating in any way to the Property; the condition of title to the Property or the nature, status and extent of any right of way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction or any other matter affecting title to the Property.

(e) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE BUYER IS PURCHASING THE PROPERTY IN ITS "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, FROM OR ON BEHALF OF THE SELLER. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.

(f) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR USE OR PURPOSE, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY, THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY, AND THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS.

(g) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

(h) THE BUYER ACKNOWLEDGES THAT HE HAS THE RIGHT TO OBTAIN A TITLE COMMITMENT AND TAX CERTIFICATE RELATED TO THE PROPERTY PURSUANT TO WHICH HE MAY BECOME AWARE OF THE EXISTENCE OF MECHANIC'S AND MATERIALMEN'S LIEN AFFIDAVITS RECORDED AGAINST THE PROPERTY, THE EXISTENCE OF UNPAID BILLS RELATED TO IMPROVEMENTS

LOCATED ON THE PROPERTY, THE EXISTENCE OF UNPAID PROPERTY TAXES, AND OTHER MATTERS WHICH MIGHT BE REVEALED BY A TITLE COMMITMENT AND THAT HE MAY OBTAIN TITLE INSURANCE RELATING TO THE PROPERTY; AND IF THE BUYER ELECTS NOT TO OBTAIN SUCH INSURANCE, HE IS ASSUMING ANY AND ALL LIABILITY RELATING TO MATTERS AFFECTING THE PROPERTY FOR WHICH TITLE INSURANCE MIGHT PROVIDE HIM PROTECTION. BUYER SHALL BEAR THE COST AND EXPENSE OF ANY TITLE POLICY.

(i) THE BUYER ACKNOWLEDGES THAT THE PROPERTY MAY BE SUBJECT TO DEED RESTRICTIONS, ORDINANCES AND BUILDING CODES OF VARIOUS GOVERNING BODIES, DISTRICTS, MUNICIPALITIES, AND GOVERNMENTAL AUTHORITIES, AND HE HAS SOUGHT, OR HAS THE OPTION TO SEEK, LEGAL ADVICE AND COUNSEL OF HIS OWN CHOOSING WITH REGARD TO SUCH MATTERS AND IS NOT RELYING ON ANY NOTICES OR DISCLOSURES FROM THE SELLER RELATED THERETO; AND, TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, THE BUYER WAIVES ANY RIGHT TO ANY NOTICES OR DISCLOSURES OF ANY KIND FROM THE SELLER RELATED TO THE PROPERTY AND THE EXISTENCE AND NATURE OF ANY RESTRICTIONS, ORDINANCES, BUILDING CODES OR OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL RULES OR REGULATIONS IMPACTING, AFFECTING OR RELATING TO THE PROPERTY.

(j) The Seller is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to in this Contract.

(k) The Seller shall not be liable to the Buyer for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort or negligence or in any other manner arising from the transactions contemplated by this Contract.

(l) The Buyer will accept all instruments delivered by the Seller subject to the provisions of this Addendum and execute the Buyer's Representation Certificate attached as **Exhibit "D"** and all documents reasonably requested by the Seller at closing to evidence the Buyer's agreement to the provisions of this Addendum.

(m) The Buyer will require all persons or firms assisting the Buyer in the Buyer's inspections, examinations and investigations to make their reports in writing. In the event the Buyer terminates this Contract, the Buyer shall furnish copies of all such reports to the Seller.

11. **Confidential Information.** All information, if any, provided by the Seller to the Buyer or obtained by the Buyer relating to the Property in the course of its inspection of the Property, including, without limitation, any environmental assessment or audit shall be treated as confidential information by the Buyer and the Buyer shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. The Buyer shall be liable for all damage or injury to any person or property resulting from any such inspection or

any failure to keep all such information confidential, whether occasioned by the acts of the Buyer or any of its employees, agents or representatives, and the Buyer shall indemnify and hold harmless the Seller from any liability resulting therefrom.

12. **Change of Locks.** The Buyer acknowledges that the Seller may not have keys to any locks on the Property, and agrees that the Seller shall not be obligated to provide the Seller with keys to any locks on the Property. Even if the Seller has keys to any locks on the Property, and the Seller provides such keys to the Buyer, the Buyer acknowledges that the Seller cannot and does not warrant or represent that such keys are all keys in existence to any locks on the Property and that the Seller cannot account for all keys to any locks on the Property. The Seller hereby advises and encourages the Buyer to have the Property re-keyed or all locks changed after Closing, and the Buyer hereby acknowledges that he understands the importance of doing so. The Buyer hereby agrees that the Seller is released from all liability and/or damage arising from or related to locks located on the Property.

13. **Assignment.** The Buyer may not assign the Buyer's interest in the Contract without the Seller's prior written consent, which consent shall not be unreasonably conditioned, unreasonably withheld, conditioned, or delayed except that assignment to an affiliate shall be permitted.

14. **Seller's Default.** NOTWITHSTANDING ANY PROVISION IN THE CONTRACT TO THE CONTRARY, IF THE SELLER FAILS TO PERFORM ANY OF ITS OBLIGATIONS OR AGREEMENTS IN THE CONTRACT EITHER PRIOR TO OR AT CLOSING, THE BUYER SHALL GIVE THE SELLER WRITTEN NOTICE OF SUCH FAILURE, AND IF THE SELLER HAS NOT CURED THE FAILURE WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF SUCH NOTICE, THE BUYER MAY EITHER (A) TERMINATE THE CONTRACT BY NOTIFYING SELLER THEREOF, IN WHICH CASE THE ESCROW AGENT SHALL RETURN THE EARNEST MONEY TO BUYER AND NEITHER PARTY HERETO SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS; OR (B) IF BUYER HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THE CONTRACT, INCLUDING TENDERING THE PURCHASE PRICE, BUYER MAY SEEK SPECIFIC PERFORMANCE OF THE OBLIGATIONS OF SELLER HEREUNDER, BUYER HEREBY WAIVES ANY RIGHT TO SUE SELLER FOR DAMAGES.

15. **OFAC List.** Buyer is not and shall not be, and after making due inquiry, no person or entity ("Person") who owns a controlling interest in or otherwise controls Buyer is or shall be, (1) listed on the Specially Designated Nationals and Blocked Persons List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list ("Other Lists" and, collectively, with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "OFAC Laws and Regulations"); or (ii) a Person (a "Designated Person") either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224; "66 Fed. Reg. 49079: (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders

(collectively, the "Executive Orders"). The OFAC Laws and Regulations and the Executive Orders are collectively referred to in the Contract as the "Anti-Terrorism Laws." Buyer also shall require, and shall take reasonable measures to ensure compliance with the requirements that no Person who owns any other direct interest in Buyer is or shall be listed on any of the Lists or is or shall be a Designated Person. This paragraph shall not apply to any Person to the extent that such Person's interest in Buyer is through a U.S. Publicly-Traded Entity. As used in this paragraph, "U.S. Publicly-Traded Entity" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a Person.

16. **Supersedes Property Code.** The provisions of the Contract supersede the rights and duties prescribed by the Uniform Vendor and Buyer Risk Act, Texas Property Code § 5.907.

17. **Waiver.** BUYER HEREBY WAIVES ANY AND ALL RIGHTS TO TERMINATE THE CONTRACT, IF ANY, AND TO RECOVER DAMAGES OR SEEK OTHER REMEDIES, IF ANY, UNDER THE PROVISIONS OF THE FOLLOWING STATE STATUTES AND REGULATIONS TO THE EXTENT THE SAME APPLY TO THE PROPERTY, IF ANY:

- (a) 30 Tex. Admin. Code § 334.9-334.12 [land with underground storage tanks];
- (b) 30 Tex. Admin. Code § 334.566 [remediation of environmental contamination notice];
- (c) Tex. Agric. Code Ann. §§ 60.032 and 60.033 [land in an agricultural development district];
- (d) Tex. Health & Safety Code Ann. § 361.539 and 30 Tex. Admin. Code § 330.951 [closed landfill notice];
- (e) Tex. Prop. Code Ann. § 5.011 [notice of possible annexation];
- (f) Tex. Water Code Ann, § 13.257 [land located in certificated areas of a utility service provider];
- (g) Tex. Water Code Ann. § 49.452 [land within municipal utility districts];
- (h) Tex. Water Code Ann. § 54.016(h)(4)(a) [land within a municipal utility district that is subject to a city contract for water/sewer services]; and
- (i) Tex. Water Code Ann. § 54.812 [land within specifically designated areas within municipal utility districts].

18. **No Recording.** The execution by the Seller and Buyer of this Contract has not been acknowledged before a notary public or other officer authorized to take acknowledgements, and

neither this Contact nor any memorandum or affidavit hereof is to be filed for record. In the event that the Buyer records this Contact or any memorandum or affidavit hereof, the Seller shall have the right, at its option, to terminate this Contract, whereupon the Earnest Money shall be delivered to the Seller as liquidated damages for the Buyer's Breach hereof and the Seller and Buyer shall be fully and finally released herefrom.

19. **Notices.** All notices, demands and requests which may be given or which are required to be given by this Contract shall also be given to counsel for the Seller or Buyer as set forth below:

Buyer's Attorney

Seller's Attorney: The Walker Firm
PO Box 62
Jasper, Texas 75951
Attn: Ted L. Walker
Email: twalker@walker-firm.com

20. **Effective Date.** Notwithstanding any other provision in the Contract to the contrary, the effective date of the Contract shall be the last date on which the Seller and Buyer have executed and initialed any changes, if applicable, to the Contract and all addenda attached thereto, and the Title Company has acknowledged receipt of the Earnest Money and the fully executed initialed Contract.

21. **Survival.** The provisions in this Addendum shall survive the closing.

22. **Final Agreement.** Buyer acknowledges and agrees that the mailing, delivery or negotiation of the Contract by Seller, its agents or attorneys shall not be deemed an offer by Seller to enter into this transaction or to enter into any other relationship, whether on the terms contained herein or on any other terms. The Contract shall not be binding upon Seller, nor shall Seller have any obligations or liabilities nor Buyer any rights with respect hereto, unless and until Seller has executed and delivered the Contract to the Title Company. Until such execution and delivery of the Contract, Seller or Buyer may terminate all negotiations and discussions of the subject matter hereof with without cause and for any reason whatsoever (including, without limitation, termination of negotiations and discussions by Seller due to Seller's receipt of other offers to purchase the property described herein), without recourse or liability.

23. **Entire Agreement.** This Agreement sets forth the entire agreement of Seller and Buyer with respect to the subject matter of this Agreement. There are no oral conditions, representations or agreements affecting this Agreement or Buyer's decision to enter into this

Agreement. No extension or variation in the covenants to be performed under this Agreement or in the terms of this Agreement, no release or satisfaction of this Agreement and no further agreement will be binding on any party unless the same is in writing and signed by all parties, including an authorized officer of any corporate party.

24. **Disclaimer of Reliance.** No promises or representations of any kind have been expressed or implied to the Buyer, or any person acting for the Buyer, except as expressly stated in this Agreement, and the Buyer is not relying on the advice or representations of the Seller as to the consequences of this Agreement or the Loan Documents. Buyer has had an opportunity to consult attorneys regarding this Agreement, had the benefit of professional advice of attorneys of the Buyer's own choosing and is fully satisfied with that advice, having relied solely and completely on the Buyer's own judgment together with that professional advice and not upon any representations made by any representative of the Seller in determining to enter into this Agreement. Buyer has read and understands the effect of this Agreement, including the legal consequences hereof, having obtained or having had the opportunity to obtain the advice of counsel of Buyer's own choosing prior to executing same, and that in offering to make, and in making, executing and delivering this Agreement, Buyer is fully satisfied with that advice, having relied solely and completely on the Buyer's own judgment together with that professional advice, and Buyer hereby knowingly and voluntarily enters into this Agreement of the Buyer's own free will and accord for the purposes and consideration set forth herein with full knowledge of all relevant facts and circumstances; and further, that the persons and entities executing this Agreement for Buyer, if any, are fully authorized and empowered to execute the same and that any and all corporate action necessary and required to be done, if any, has been done and taken.

25. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, SUIT, PROCEEDING AND OTHER LITIGATION, WHETHER BASED IN CONTRACT, TORT OR COMBINATION THEREOF, STATUTORY OR COMMON LAW, BROUGHT TO RESOLVE ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT (WHETHER VERBAL OR WRITTEN), DOCUMENT, INSTRUMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF ANY ONE OR MORE OF SELLER RELATING TO ANY OF THE FOREGOING.**

SELLER:

BUYER:

PROSPERITY BANK, successor in
interest to Stellar Bank

By: _____

By: _____

EXHIBIT C
FORM OF DEED

SPECIAL WARRANTY DEED

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Date: _____

Grantor: Prosperity Bank, successor in interest to Stellar Bank

Grantor's Mailing Address: 8727 W. Sam Houston Parkway North
Houston, Harris County, Texas 77040

Grantee:

Grantee's Mailing Address: _____

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and a note of even date executed by Grantee and payable to the order of _____ Bank in the principal amount of XXXXXXXXXXXXXAND NO/100 DOLLARS (\$XXX,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of _____ Bank and by a first-lien deed of trust of even date from Grantee to _____, trustee. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of _____ Bank and are transferred to _____ Bank without recourse against Grantor.

Property (including any improvements):

See Exhibit "A" attached hereto and incorporated herein by reference.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Those items listed on Exhibit "B" attached hereto and incorporated herein by reference, restrictive covenants, set back lines, easements, rights-of-way, mineral leases and prescriptive rights whether of record or not; all presently recorded instruments that affect the property; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and prior years due to change in land usage, ownership or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE IS TAKING THE PROPERTY SUBJECT TO THE PROVISIONS OF THAT CERTAIN ADDENDUM TO EARNEST MONEY CONTRACT DATED _____ BETWEEN THE PARTIES IN AN ARM'S LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED.

THE PROPERTY IS BEING CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE IMPROVEMENTS, FIXTURES AND PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT FOR THE WARRANTY OF SAID TITLE STATED IN THIS DEED, ARE DISCLAIMED.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE IS NOT RELYING ON ANY INFORMATION OR DISCLOSURES PROVIDED BY GRANTOR.

GRANTOR:

GRANTEE:

PROSPERITY BANK

successor in interest to Stellar Bank

By: _____

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing Special Warranty Deed was acknowledged before me on the _____ day of _____, 2026, by of Prosperity Bank, successor in interest to Stellar Bank, on behalf of said bank.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing Special Warranty Deed was acknowledged before me on the _____ day of _____, 2026, by _____, on behalf of _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Attention: _____

EXHIBIT A
(to Special Warranty Deed)

Property Description

TO BE PROVIDED

EXHIBIT B
(to Special Warranty Deed)

DRAFT
(Exceptions to Title)

REMAINDER OF EXCEPTIONS TO BE PROVIDED

EXHIBIT D

BUYER'S REPRESENTATION CERTIFICATE

The undersigned, as Buyer under an Agreement of Purchase and Sale ("Purchase Agreement") dated as of _____, 2026 between Prosperity Bank, successor in interest to Stellar Bank ("Seller") and _____ ("Buyer"), does hereby certify to Seller as follows:

The representations and warranties set forth in Addendum to Earnest Money Contract are hereby reaffirmed as of the date hereof.

Dated as of this ____ day of _____, 2026.

Buyer:

By: _____
