

Addendum "A"

Seller's full name is:

Frost Bank, Trustee of the Barbara Guinn Tidwell Trust for the benefit of James H. Tidwell II

Seller will convey the Property by Special Warranty Deed subject to all matters of record affecting the Property. The following or similar language shall be contained within the Special Warranty Deed. "It is understood and agreed, however, that Frost Bank shall never have any individual or corporate liability or responsibility under or by virtue of this Deed for the transaction of which this Deed is a part, and that the foregoing provisions shall be forever binding upon Grantee, their heirs, legal representatives, and assigns."

Seller reserves for Seller and Seller's successors all of the oil, gas, and other minerals that are in and under the Property and that may be produced from it (to the extent that those mineral interests are not presently outstanding in third parties), along with the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the Property for oil, gas, and other minerals and for removing them from the Property. If this interest is subject to an existing lease for oil, gas, or other minerals, Seller is entitled to receive the royalties and all other benefits that are associated with the interest and payable under the lease.

Sale will be subject to approval from Frost Bank Trust Administrative Committee, which approval will be deemed to have been obtained unless Seller notifies Buyer within five (5) business days of the contract effective date that approval has not been obtained.

The contract has no specific performance enforcement for Buyer and Seller. Buyer default shall be limited to contract termination and Seller receipt of earnest money as liquidated damages. Seller default shall be limited to contract termination and Buyer receives earnest money.

Seller will only convey the Property in its AS IS, WHERE IS condition, with all faults. Seller disclaims any and all representations and warranties in respect to the condition of the Property, or any portion thereof, including, without limitation, warranties of merchantability for any particular purpose of use or habitability. Buyer acknowledges that Seller has made no, and disclaims all, representations and warranties, express or implied, in respect to the condition of the Property held pursuant to a will or as the result of a trust created by a will or a grant in connection with the establishment of a grantor trust or guardianship or conservatorship. Buyer confirms the disclaimers set forth herein. This or similar language will be included in the deed.

Buyer(s), Broker(s), and Agent(s) certify that they do not represent and are not in any way directly or indirectly acting on behalf of any director, officer or employee of Frost Bank or any of its affiliates in connection with the real estate transaction contemplated by this contract. Buyer represents that no such director, officer, or employee has any direct or indirect legal or equitable interest in the transaction or in the real estate which is the subject of this transaction.

SELLER:

Date:

BUYER:

Date:

SELLER AGENT:

Date:

BUYER AGENT:

Date:
