

ADDENDUM OF SPECIAL PROVISIONS

This Addendum of Special Provisions (the "Addendum") is attached to and incorporated into that certain Commercial Contract – Unimproved Property (the "Contract") by and between the named Seller and Buyer to amend and supplement the Contract on the property located at FM 93 Spur in Bell County, and once executed by both Seller and Buyer, is incorporated into and made a part of the Contract as if recited in the Contract. A capitalized term not otherwise defined in this Addendum will have the same definition and meaning assigned to such term in the Contract, unless otherwise indicated.

1. Contingency. This contract is contingent upon Seller acquiring the Property under Real Estate Purchase and Sale Agreement between Blackhawk 6 Ranch, LLC and Bohkers, LLC dated April 3, 2023 (the "Blackhawk Contract").
2. Lease. The Property will be subject to a residential lease (the "Lease") with Hannah Shine (the "Tenant"). The Tenant will be allowed to stay in the improvements on the Property until June 31, 2025. Tenant will be responsible for all costs, expenses, and liability related to the Lease, including but not limited to maintenance and taxes, if any. Buyer will have access to and use of the Property, subject to Tenant's rights to inhabit the improvements. At the end of the Lease, Tenant will demolish the improvements and remove the debris so as to make the area around the improvements site-ready. In the event Tenant does not demolish the improvements and remove debris, Seller agrees that it will be responsible for demolishing the improvements and removing the debris.
3. Survival. Provisions of this Addendum that provide for an action, obligation or right after Closing will survive Closing, and Seller and Buyer will continue to cooperate with each other to execute such action, obligation or right.
4. Forms. The closing documents must be provided to the parties by the title company at least five business days before Closing and are subject to review and negotiation by either party.
5. Environmental Matters. After closing, as between Buyer and Seller, the risk of liability or expense for environmental problems affecting the Property arising from any events before closing will be Seller's absolute responsibility, regardless of whether such environmental problems were known or unknown at closing. **SELLER AGREES TO PROTECT, RELEASE, DEFEND, INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, ACTIONS, SUITS, LIABILITY, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND EXPENSES FOR THE DEFENSE THEREOF, ARISING FROM SUCH ENVIRONMENTAL PROBLEMS, INCLUDING, WITHOUT LIMITATION, LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.**

This provision shall be included in the deed to the Buyer, with appropriate modification of terms as the context may require.
6. No Arbitration. The phrase "to arbitration or" in Section 21 of the Contract is deleted. Buyer shall not be compelled to arbitration.

[[SIGNATURES ON FOLLOWING PAGE]]

SELLER:

Bohkers, LLC – Series 117, a Texas series limited liability company

Thomas C. Baird, President

BUYER:

Temple Independent School District

Dan Posey
TISD Board President

Virginia Suarez
TISD Board Secretary