

ADDENDUM TO UNIMPROVED PROPERTY CONTRACT

THIS ADDENDUM (this “Addendum”) is made to that certain Unimproved Property Contract between the undersigned parties, and shall control any conflicting provisions. The undersigned parties agree as follows:

1. Buyer Investigations. The rights of the Buyer relating to any inspections and entry on the Property are expressly subject to:

(a) The Buyer shall (i) conduct its Investigations in accordance with all applicable laws and in a manner so as to avoid personal injury or property damage (either to the Lots or any other portion(s) of the subdivision), (ii) promptly and before the risk of injury or damage to persons or property, restore the Property to the extent of any physical change or damage made as a result of the conduct of any Investigation or any other entry onto the Property by the Buyer, its agents, representatives or contractors.

(b) The Buyer shall not (i) have the right to conduct any Investigation which is invasive in nature to any of the Lots (other than soil borings) without the prior written consent of the Seller in each instance first obtained, which consent shall not be unreasonably withheld or delayed, but may be conditioned, in the discretion of the Seller, upon the requirements that the Seller have the right to approve, in advance, the intended procedure of such Investigation and that the Buyer conduct such Investigation in accordance with the reasonable requirements of the Seller, or (ii) permit any lien to attach to any portion of the Property on account of the performance of any Investigation or the entry onto the Property by the Buyer or any of its agents, representatives or contractors.

(c) The Buyer agrees to indemnify and hold harmless the Seller, its partners and affiliates, and their respective partners, members, shareholders, officers, managers, employees, agents, representatives, accountants, consultants and attorneys (collectively, the “Seller Indemnified Parties”), from and against any injury or damage to person or property or any demand, claim, damage, liability, loss, action or suit, or cost or expense, including reasonable attorneys’ fees, court costs and expert witness and other third party consultant costs and expenses (collectively, “Liabilities”), caused by the conduct of any Investigation or the entry onto the Property by the Buyer, its agents, representatives or contractors, or any of their respective invitees (collectively, the “Buyer Indemnifying Parties”).

2. Title. The Seller shall have no obligation under to cure any title exceptions or objections made by Buyer.

3. Buyer’s Improvements. The Buyer hereby agrees as follows, which covenants shall survive Closing:

(a) All houses to be built on the Lots shall be single family residences and shall contain no less than and no more than the square feet of finished space (exclusive of basement, garage

and unfinished attic areas and otherwise as may be provided for under the Governing Documents), as set forth on Addendum Exhibit A hereto;

(b) The Buyer's site plan (including sidewalks and driveways), all exterior elevations, designs, materials and colors, and floor plans of all improvements to be constructed on the Lots, and all landscaping designs and materials, shall be subject to the prior approval of the Seller in accordance with the Governing Documents.

(c) The Buyer shall maintain its construction site(s) in a clean and orderly condition, shall remove off-site all trash, debris and equipment in a timely fashion, shall cause its agents and contractors to exercise reasonable care to avoid damaging, or depositing mud, dirt or construction debris on streets, curbs, gutters, sidewalks, roadbeds and unpaved rights-of-way, and shall observe all reasonable construction rules and regulations from time to time adopted by the Seller ("Construction Rules and Regulations"), including, without limitation the following:

(d) Parking of vehicles for workmen shall be maintained off main thoroughfares, and all streets serving the Lots or routinely used by the Buyer shall be cleaned weekly of mud, dust and debris generated by the Buyer's construction activities;

(e) The Buyer shall confine its construction activities, including all construction staging, to the Lots from time to time owned by the Buyer, and shall take all appropriate precautions to protect adjacent property and keep the same clear of equipment and building materials, mud, dirt and construction debris, and free from damage.

(f) Work may be performed on any Lot or other location within the subdivision between the hours of 7:00 am and 7:00 pm local time. No work shall be performed on Sundays or holidays.

4. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE SELLER AND BUYER EXPRESSLY AGREE THAT THE SELLER MAKES NO WARRANTY OR REPRESENTATION OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OR ARISING BY OPERATION OF LAW, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE SQUARE FOOTAGE OF THE PROPERTY, (II) THE QUALITY, LAYOUT OR PHYSICAL CONDITION OR STATE OF REPAIR OF THE PROPERTY, (III) THE LOCATION OF THE PROPERTY IN ANY FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD AREA, (IV) ANY GEOLOGICAL OR SOIL CONDITION(S), (V) THE AVAILABILITY OF UTILITIES TO OR ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, WASTEWATER, ELECTRICITY, NATURAL GAS, TELEPHONE OR CABLE TELEVISION, (VI) THE INCOME, EXPENSES, SUITABILITY OR SAFETY OF THE PROPERTY FOR ANY ACTIVITY(IES) OR USE(S), (VII) COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OR ORDERS OR REQUIREMENTS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING, WITHOUT LIMITATION, ZONING AND

OTHER LAND USE REGULATIONS, OR THOSE PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSITION OF ANY HAZARDOUS WASTE, OR ANY HAZARDOUS SUBSTANCES OR MATERIALS, OR ANY PETROLEUM PRODUCT STORAGE TANKS OR ASBESTOS, (XIII) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE(S), OR (IX) EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO BE GIVEN AT CLOSING HEREUNDER, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION OR OTHER CONDITION OF TITLE. The foregoing disclaimer shall survive the Closing of the Lot.

5. Seller Default. Buyer shall have the right as the Buyer's sole and exclusive remedy and in lieu of any and all rights and remedies of the Buyer at law or in equity to elect either: terminate the Contract, or seek specific performance of, but not monetary, punitive, loss of profit or similar damages from, the Seller, provided, that, notwithstanding the foregoing, if the Buyer for any reason shall not file an action for specific performance in any court asserting jurisdiction over the Property and the Seller within thirty days from the scheduled Closing Date, then the Buyer conclusively shall be deemed to have waived its right of specific performance hereunder and instead be deemed to have elected to terminate the Contract under the preceding clause.

6. Waiver of Jury Trial. To the extent permitted by law, the Seller and the Buyer each hereby waives right to trial by jury in any action or proceeding arising out of this Addendum and the respective rights and obligations of the parties hereto.

7. Waiver of Consumer Rights. The Buyer acknowledges the existence of the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Texas Business and Commerce Code (the "Act"), a law that gives consumers special rights and protections. The Buyer acknowledges that the sale and acquisition of the Lots pursuant to this Addendum is exempt from the Act as a transaction under Section 17.49(g) of the Act as amended through the Effective Date in effect involving total consideration of more than \$500,000. Notwithstanding the foregoing, the Buyer hereby waives any rights of the Buyer under the Act as amended through the Effective Date and hereby acknowledges that the foregoing waiver has been made by the Buyer voluntarily, after consultation with an attorney chosen by the Buyer.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Addendum duly to be executed as of the day and year first above written.

Seller:
LCSM PH. 4, LLC
a Texas limited liability company

BY: _____
Its: _____
Date: _____, 2024

Buyer:

By: _____
Name: _____
Title: _____
Date _____, 2024