

Buyer accepts the Property As Is.

- C. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. **SELLER'S DISCLOSURES:**
- (1) Seller is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
 - (2) Seller is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
 - (3) Seller is not aware of any environmental hazards that materially and adversely affect the Property.
 - (4) Seller is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is not aware that the Property is located wholly or partly in a floodplain.
 - (8) Seller is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary): Not Applicable

Initialed for identification by Buyer Lem and Seller CP