## **REAL STATE PURCHASE AGREEMENT**

	Hank Williams		the "Seller" whether one or mo
and	Willie	Nelson	
(the "Purchaser) whether one or more	), is a binding and legal agreemer	and provides:	
1. REAL PROPERTY: Purchaser agr	ees to buy and Seller agrees to se	ell the land, all improvements theron located	in the (check as applicable)
( ) County or (X) City of	San Antonio	,TXand described as (Legal	Description);
Lot Unit 904	, Block NCB 17150	, Section Builder J, F	hase
Map of The Chesapeake C	Condo And more commo	nly known as: 13130 Blanco Roa	ad, San Antonio, TX
Together with the items of personal pr	operty described in paragraph 10	(the "Property").	
	AGENCY DISCLOS	URE AND CONFIRMATION	
Designated Agency Consent and Con Agreement.	firmation Agreement which appro	n the Disclosed Dual Agency Consent and priate Agreement has been reviewed and sig ng Agent Waylon Jennings	gned prior to signing the Purcha
Listing Agent Kris Kristof	Selli	ng Agent	•
is the agent of (		(if not the same a	as the listing agent)
$\underline{\times}$ the Seller		is the agent of (c	heck one)
both the F	Purchaser and the Seller	_X the Purcha	iser
		the Seller	
a a a n.a.		011.00. 10	
Hank Williams SELLER	10/26/2010 DATE	Willie Nelson PURCHASER	10/26/2010 DATE
SELLER	DATE	FUNCTIASEN	DAL
			DATE
SELLER	DATE	PURCHASER	BATE
SELLER 2. ADDENDA: The following addendation of the following addendation		PURCHASER	DAL
		PURCHASER ( ) Lead-Based Paint Disclosure	0,112
2. ADDENDA: The following addenda			0,112
<ul><li>2. ADDENDA: The following addendation</li><li>( ) Residential Property Disclosure</li></ul>	a are made a part of this Contract	( ) Lead-Based Paint Disclosure	0,112
<ul> <li>2. ADDENDA: The following addendation</li> <li>( ) Residential Property Disclosure</li> <li>( ×) Standard Clauses Addendum</li> </ul>	a are made a part of this Contract	( ) Lead-Based Paint Disclosure	

4. RESIDENTIAL PROPERTY DISCLOSURE: Seller represents that the property () is OR ( $\times$ ) is not subject to the State Residential Property Disclosure Act, which requires the Seller of certain residential property to furnish the Purchaser a property disclosure statement. No representations have been made by Seller regarding parcels adjacent to the Property. The Purchaser should exercise whatever due diligence he or she deems necessary with respect to adjacent parcels prior to settlement on the Property. The Purchaser has been furnished a Residential property Disclosure Form prior to signing this Contract. If the Disclosure is not furnished prior to the signing of this Contract, Purchaser shall have the right to terminate the Contract at or prior to the earliest of (i) three (3) days after delivery of the Disclosure in person, or (III five days after the postmark if the Disclosure is deposited in the United Sates mail, postage prepaid, and properly addressed to the Purchaser of (ii) settlement upon purchase of the Property, or (iv) occupancy of the Property by the Purchaser, or (v) the execution by Purchaser of waiver of the Purchaser's right of termination contained in a written document separate from this Contract, or (vi) the Purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan. In order to terminate this Contract, the Purchaser must give written notice to the Seller either by hand delivery or by United States mail, postage prepaid, and properly addressed to the Settement application by Purchaser of waiver of the termination by Purchaser, the Deposit shall be refunded in full to the Purchaser.

5. PROPERTY OWNER'S ASSOCIATION DISCLOSURE: Seller represents that the Property (X) is OR () is not located within a development which is subject to the State Property Owners Association Act (the Act). If the property is within such a development, the Act requires the Seller to obtain from the property owners association an association disclosure packet and provide it to the purchaser or notify Purchaser that the packet is unavailable. The information contained in the association disclosure packet shall be current as of a date specified on the association disclosure packet. The Purchaser my submit a copy of the contract to the association with a request for assurance that the information required by the Act previously furnished remains materially unchanged, or, if there have been material changes, a statement specifying such changes. The Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. The Purchaser may cancel the Contract (a) within 3 days after the Date of the fully executed Contract, if on or before the Date of the fully executed receipt of the association disclosure packet or notice : or (c) within 6 days after the post mark date if the association disclosure packet or notice is mailed to the Purchaser. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet is not available; (b) within 3 days after hand delivered receipt of the association disclosure packet will not be available from the cancellation period by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid provided the sender retains sufficient proof of the electronic delivery; or (iv) overnight delivery using a commercial service of the United States Postal Service. The sender retains sufficient proof of the elevery; or (iv) overnight delivery using a commercial service of the United States Postal Service. The sender retains sufficient proof of the cancellation noti

6. CONDOMINIUM DISCLOSURE: Seller represents that the Property ( $\times$ ) is OR () is not a condominium resale which is subject to the State Condominium Act (the Condominium Act). If the property is subject to the Condominium Act, the Condominium Act requires the Seller to obtain from the unit owners association a resale certificate and provide it to the purchaser. The information contained in the resale certificate shall be current as of a date specified on the resale certificate. The Purchaser my submit a copy of the contract to the unit owners association with a request for assurance that the information required by the Condominum Act previously furnished remains materially unchanged, or, if there have been material changes, a statement specifying such changes. The Purchaser shall be provided with such assurance or such a statement specifying such changes. The Purchaser shall be provided with such assurance or such statement within ten days of the receipt of such request by the association. The Purchaser may be required to pay the same fee charged a unit owner for the resale certificate, if any. In the absence of a written agreement to the contrary, the failure of the unit owners' association to provide the statement required by the Condominium Act or the disclosure by such statement that there have been one or more material changes shall render the purchaser contract void at the option of the purchaser. The Purchaser may cancel the the resale certificate on or before the date that the Purchaser signs the contract (ii) within three days after receiving the resale Certificate if the resale certificate is hand delivered; or within six days after the postmark date is the resale certificate is sent to the Purchaser by united States mail. Written notice of cancellation shall be made to the unit owner selling the unit by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid provided the sender retains sufficient proof of mailing; (iii) (electronic means where the sender retains suff

7. MECHANIC'S LIEN DISCLOSURE State law permits persons performing labor or furnishing materials of the value of \$50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair or improvements of any building or structure permanently annexed to the property shall have a lien, if perfected, against the property. This lien may be filed any time after the work is commenced or material furnished, but not later than 90 days from the last day of the month in which the lienor last performs labor or furnishes materials, and in no event later than 90 days from the time such building or structure is completed or the work theron is otherwise terminated. AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

8. FAIR HOUSING DISCLOSURE: All offers shall be presented and considered without regard to race, color, religion, sex, handicap, familial status, elderliness or national origin as well as all classes protected by the laws of the United States, the State of <u>Texas</u> and applicable local jurisdiction.

9. MEGAN'S LAW DISCLOSURE: Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on any sexual offenders registered under applicable Federal or State law. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records exchange, at 111-222-3333 or <a href="https://www.sp.state.state.as">www.sp.state.state.as</a>.

10. PERSONAL PROPERTY INCLUDED Included with the sale of the above real estate (if located within said Property at time of signing this agreement, unless otherwise noted) are the following appliances in kitchen (garbage disposal, range, oven and dishwasher), shades, blinds, curtain and drapery rods, screens and screen doors, storm windows and doors, light fixtures, wall to wall carpeting, laundry tubs, attic fan, smoke and heat detectors, awning, electrical wiring connections for appliances, ceiling fan (s), garage door opener(s), and all other items attached to the real estate and being a part thereof, including all shrubbery and plantings on the Property.

11. PURCHASE PRICE: The Purchase price of the property is \_\_\_\_\_ One Hundred Eight Thousand Six Hundred Fifty and 00/100-

					Dollars ( <u>\$_108,6</u> ;	50),
which sha	all be paid to Seller at Settlement, subj	ect to the prorations	described herein and	d/or from the follow	ing sources:	
(A)	DEPOSIT: The Purchaser has made ("Deposit") with the Selling Firm as for	e a deposit of ollows:	One Thour	snad	_Dollars (\$ <u>1,000.00</u>	)
\$	1000.00	(×) by	y check, \$			) by other,
Upon full applicable any intere escrow u jurisdictio informatio	() by execution of this Contract by all par e state and federal requirements. Thi est accrued or earned by such accoun ntil (i) credited toward the Purchase P in orders disbursement or (iv) dispose on on Entitlement to Deposit.)	note due and payab ties, the Deposit sha s escrow account m t and acknowledge tl rice at settlement; (ii d of any other manr	le on all be placed in a sp ay be an interest be hat any interest hall ) all parties have ag her authorized by the	, pecial escrow acco aring account. The be disbursed to the reed in writing as to e State Real Estate	receipt of which is here unt of the Selling Firm i e Purchaser and Seller Selling Firm. The Depo o the disposition; (iii) a e Board. (See paragrap	by acknowledged, o conform with all waive any claim to sit shall be held in court of competent h 18 for additional
(B)	LENDER'S FIRST TRUST: The sale	e is subject to Purcha	ser obtaining:		6	
( ) COI	NVENTIAL, ( $$ ) FHA, ( $ imes$ ) VA, or (	) other (describe)			loan secured l	by a first deed of
trust lien interest:	on the Property in the principal am	ount of \$		, amortized over a	a term of	years, bearing
() at a	fixed rate not exceeding% per ye	ear and requiring not	more than a total of	loan discour	t points, excluding a loan	n origination fee
() at a	n adjustable rate with an initial rate not	exceeding	% per year and a ma	aximum rate during	the term of the loan not	exceeding
%	per year and requiring not more than a	total of	loan discount	points excluding a l	oan origination fee.	
( imes) at th	e prevailing rate of interest at the time	of settlement.				
(C)	BALANCE OF THE PURCHASE PF settlement.	RICE: To be paid by I	Purchaser in cash, c	ashier's check, cer	ified check or wire transl	er funds at
12 LOAN as define approved appraisal the Contr 11/30 Purchase will be au written co settlemer obtain the Selling A approval	APPLICATION: Purchaser will make d in Standard Provision A, after full e . Making written Ioan application is and credit report(s). If Purchaser fails act upon notice to Purchaser. If the F /2010 (date), Purchaser will not be r; Purchaser; in that event, Purchaser itomatically extended until Seller notific mmitment of the lender to make the le t or lease of other real estate or incre e Ioan, but fails and this Contract is te gent and the lender to disclose to th process.	e written application fr xecution of this Con defined as completin to make written app Purchaser makes tim e deemed in default, will be entitled to ref es Purchaser of term pan without the fulfill pase in salary unless rminated, Purchaser ne Seller's Agent ge	or any loan to which tract and will make ng the loan applicat ilication within the tir ely application and I but Seller will never und of the Deposit. ination. In this para ment of conditions du s otherwise agreed t will be entitled to re neral information av	this Contract is sub every effort to sec ion and all applica me specified, Seller having made every theless have the rig Absent such notice graph the word "ap ependent upon the o in writing by all p turn of the Deposit vailable about the	ject within <u>10</u> ure the loan and will acc nts signing the applicat at its option will have th effort, fails to obtain app th to terminate the Cont e from the Seller, the tim proved" with respect to t actions of third parties, s parties. If Purchaser ma . The Purchaser grants progress of the loan ap	business days, sept the loan once on, paying for the a right to terminate proval on or before ract upon notice to e for loan approval he loan means the such as the sale or kes every effort to permission for the plication and loan
required 11/1 repairs w closing at problems loan appr otherwise Purchase	ent the lender requires repairs as corr by the lender as a condition for <u>15/2010</u> (date), whichever is so hether (a) Seller will make the repairs nd will be performed by a State licens , the Purchaser will have 5 business oval. All repairs made on behalf of Pu e agreed in writing by all parties. Or er does not respond in writing within the pepsit will be refunded to the Purchas	loan approval as oner. Seller shall no as a condition for lo ed contractor unless days within which to urchaser shall be con (2) Purchaser elec ne specified time per	soon as the list btify Purchaser in we ban approval. All re- otherwise agreed in notify Seller in writi noted prior to closin ts to terminate this	of repairs is avai riting within 5 busir pairs made on beh- i writing by all parti- ng if (1) Purchaser ng and will be perfor contract and recei	lable from the lender ness days after receiving alf of the Seller shall be es, or (b) if Seller is unw elects to make the repa rmed by a State licensed ve a refund of the Dep	or on or before g the written list of completed prior to illing to correct the airs as condition of d contractor unless osit. In the event
The purcl	haser shall be in default if settlement d	oes not occur becau	se the Purchaser:			
(a) Fails (b) Fails (c) Fails	to apply for any loan on the same terr to lock-in the interest rate(s) and the r	ns set forth in this Co ate(s) increase so th	ontract; or at the Purchaser no	longer qualifies for	such financing; or	

K

(c) Fails to comply with lender's requirements in a timely manner; or
 (d) Does not have the funds to settle as provided in this Contract at the time of settlement; or
 (e) Fails to notify lender, Seller or Listing Firm promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing; or
 (f) Does any act or fails to do any act following the date of full execution of this Contract that prevents the Purchaser from obtaining the financing; or
 (g) Makes any knowingly false representations, material omission or other inaccurate submission or statement that result in Purchaser's inability to secure the financing.

13. INSPECTIONS: This Contract ( $\times$ ) is OR ( ) is not subject to one or more inspections. In the event that Purchaser elects to include inspection contingencies, the Inspection Addendum shall be executed and become a part of this Contract.

#### 14. EQUIPMENT CONDITION AND INSPECTION:

¢C

(A) If Purchaser's obligations under this Contract are contingent on a professional home inspection of the primary dwelling, then Purchaser shall be entitled to receive the Property at settlement or occupancy, whichever occurs first, in such condition as determined by such inspection and any negotiation and agreements relating to it. Purchaser and Selling Agent shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract or after any prior inspection of the Property provided for herein. Purchaser shall not be entitled to require Seller to correct defects discovered at a preoccupancy or presettlement inspection but existing as of the time of a prior inspection of the Property if those defects were not reported to Seller in connection with such prior inspection and Seller has not agreed to remedy such defects.

(B) If Purchaser's obligations under this Contract are not contingent on a professional home inspection of the primary dwelling, then Seller warrants that at the time of settlement or occupancy, whichever occurs first, the plumbing (including well, well pump, sump pump, d septic system, if any) heating, air conditioning (if any), electrical systems and appliances are in safe working order, there are no structural defects and the roof is free of leaks. Purchaser and Selling Agent shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract. Seller's obligations in this regard are limited by the Remediation Limit set forth in Paragraph 17 of this Contract.

(C) Seller shall provide Purchaser, Purchaser's professional inspectors and engineer, Selling Firm and representatives of Purchaser's lenders reasonable access to the Property to conduct inspections as appropriate and in compliance with this Contract. Seller will have all utilities, systems and appliances that convey in service at the time of all inspections to be conducted pursuant to this Contract, including those provided for in any separate provisions or addendum dealing with inspections of the Property.

(D) Any repairs made shall be made by a State licensed contractor unless otherwise agreed in writing by all parties. If Seller fails to deliver the Property in the condition required by this Paragraph and Standard provisions F, or if the presettlement or preoccupancy inspection reveals material damage or changes necessitating repairs occurring after any prior inspection of the Property, and Seller refuses to make the appropriate repairs, Purchaser shall have the right to terminate this Contract and receive a refund of the Deposit in accordance with procedures defined in Paragraph 11(a) or to waive the repairs and proceed to settlement with no adjustment to the Purchase Price.

15. LEAD-BASED PAINT DISCLOSURE: All parties to this Contract acknowledge that the property was built () before January 1, 1978 or (X) after January 1, 1978. For all homes built prior to January 1, 1978, a Lead-Based Paint Disclosure is hereby attached and made part of this Contract.

16. SELLER'S AND PURCHASER'S OPTIONS: In the event that the total cost of fulfilling Seller's obligations including Seller's costs in obtaining inspections and any repairs and corrections required by provisions of paragraph 14 Equipment Condition and inspection) of this Contract exceeds says and corrections required by provisions of paragraph 14 Equipment Condition and inspection) of this Contract exceeds says over that amount. If Seller elects (b), Purchaser shall have the option to (x) accept the Property in its present condition in which case Seller shall pay the Remediation limit to Purchaser if lender allows (or contractor of Purchaser's choice) and refuse to pay any excess over that amount. If Seller elects (b), Purchaser shall have the option to (x) accept the Property in its present condition in which case Seller shall pay the Remediation limit to Purchaser if lender allows (or contractor of Purchaser's choice) at settlement or (y) terminate this Contract and receive a refund of the Deposit. If no amount is entered in the space in this paragraph, the parties agree that the Remediation Limit shall be \$1000. The Remediation Limit applies to all of Seller's remediation obligations under this Contract, including all inspections under the Inspection Addendum.

17. DEFAULT If either Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in defaulting party, shall be liable for the brokerage fee as if this Contract had been performed and for any damages and allow expenses incurred by the non-defaulting party, the Listing Firm and the Selling Firm in connection with this transaction and the enforcement of any provisions of this Contract, including, without limitation, reasonable attorneys' fees and costs, if any. Payment of a brokerage fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for any other fees due in connection with this transaction. Should the Purchaser be the defaulting party, the Selling Firm shall have the right to apply all monies held in escrow toward the brokerage fee and other damages due under this Contract. Purchaser further agrees, should Purchaser be the defaulting party, in addition to standard Contract remedies and damages, to be responsible for all reasonable expenses incurred by Seller in preserving the property and attempting to resell it, including but not limited to interest paid on loans in existence on the property at the time of breach to the time of resale, loss of use of equity and the difference the net sales proceeds of this Contract and the final net sales proceeds of the resale.

18. CHOICE OF SETTLEMENT AGENT: The State's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's roll in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in the State and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

19. SETTLEMENT POSSESSION: Settlement shall be made at offices of Johnny Cash, Attorney at Law

\_\_\_\_\_\_on or about \_\_\_\_\_\_12/20/2010 \_\_\_\_\_\_. Possession of the Property shall be given at settlement unless otherwise agreed in writing by the parties. Seller and Purchaser authorize and direct settlement agent to provide a copy of the unified settlement statement for the transaction to the Seller, Purchaser, Listing Firm and Selling Firm.

20. BROKERAGE FEE: Seller represents that he has agreed to pay a total brokerage fee as per the Listing Agreement (brokerage fee). In the event

21. ASSIGNABILITY: This Contract ( ) may OR ( × ) may not be assigned without the written consent of the Purchaser and Seller. If the Purchaser and the Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

22. FACSIMILES: One or more counterparts to this contract may be signed, all of which shall be considered the same instrument. Each of the counterparts shall be an enforceable original. Signed documents and counter parts received via electronic or facsimile transmission shall be considered originals and are likewise enforceable.

23. ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Purchaser, the Seller, the Listing and/or Selling Firm arising out of this Contract, or to collect the Brokerage Fee, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees to be determined by the court or arbitrator(s).

24. TITLE At Settlement, Seller shall convey the Property to the Purchaser by a General Warranty deed containing English Covenants of Tittle. Free of all encumbrances, tenancies and liens (except for taxes not yet due and payable), but subject to such restrictive covenants and easements of record which do not unreasonably impair the use of the Property for its intended purpose and render the title unmarketable.

25. EXPENSES AND PRORATIONS: Seller agrees to pay the expense of preparing the deed and owner/seller affidavit, Seller's settlement fee, certificate for non-foreign status and the recordation tax applicable to grantors. Except as other-wise agreed herein, all other expenses incurred by Purchaser in connection with this purchase shall be borne by the purchaser. All taxes, assessment, interest, rend, escrow deposits and other ownership fees, if any shall be prorated as of the date of settlement.

26. ADDITIONAL TERMS: (Use this space for additional terms not covered in this Contract).

Seller to pay \$2,650 of buyer's Closing Costs

Celler to pay \$2,000 of bayer's closing costs	

27. MISCELLANEOUS: This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the State and the Seller and Purchaser hereby bind themselves, their heirs, successors, assigns, executors and/or administrators for the faithful performance of the Agreement. UNLESS OTHERWISE PROVIDED HEREIN, THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER HEREIN AND ALL OTHER PROVISIONS OF THIS CONTRACT SHALL BE DEEMED MERGED INTO THE DEED DELIVERED AT SETTLEMENT AND SHALL NOT SURVIVE SETTLEMENT.

All parties that have an ownership interest in the Property must sign the Contract as a Seller.

SELLER_	nk Williams		(SEAL)	PURCHASER	Willie Nelso	n	(SE/
		DATE 10/2	26/2010			DATE 10	)/26/2010
ADDRESS <u>131</u>	30 Blanco Road,			ADDRESS <u>12</u>	34 San Antonio Ro	bad	
Sar	n Antonio, TX			He	elodos, TX		
PHONE 111	234 5678			PHONE 22			
	Home	Office			Home	Office	
	Fax	Cell			Fax	Cell	
	Email				Email	6	
						2	
SELLER			(SEAL)	PURCHASER			(SEA
		DATE				DATE	
ADDRESS				ADDRESS			
PHONE	Home			PHONE			
	Home	Office			Home	Office	
	Fax	Cell			Fax	Cell	
	Email				Email		
		Ć	$\mathbf{x}$				
			9				
SELLER			(SEAL)	PURCHASER			(SEA
	+	DATE				DATE	
ADDRESS				ADDRESS			
PHONE	50			PHONE			
	Home	Office			Home	Office	
	Fax	Cell			Fax	Cell	
	Email				Email		

## **Standard Clauses Addendum**

This is an addendum to the Contract dated _	10/26/2010	betweenKWilliams	Seller,
and <u>Willie Nelson</u>	Purchase	r, on the sale of <u>13130 Blanco Road,</u>	San Antonio, TX

#### The following clauses are made a part of the Contract.

#### VA Loan:

It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty or forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the Contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs (VA). The Purchasers shall, however have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the VA.

Waylon Jennings	10/26/2010	Kris Kristoferson	10/26/2010
Selling Agent	Date	Listing Agent	Date
Willie Nelson	10/26/2010	Hank Williams	10/26/2010
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date

# **Inspections Addendum**

This	Add	lendu	ım is	attac	hed t	o and	made	a part	of	that	contract	of	purchase	(the	Contra	ct) dated
	1	0/26/2	2010		be	tween	Hank	William	S						(the	"Seller",
whet	her	(one	or	more)	and	Willie	Nelson							(1	the "Ρι	urchaser",
whet	her	one o	or mo	re) for	r the	sale of	f that o	certain i	real	prop	erty with	all	improvem	ents	describ	ed in the
Cont	ract	as _1	3130	Blanco	Road	, San A	ntonio,	ТХ							(the "F	Property")
and r	nrovi	des a	s foll	we.												

This Contract and the parties' obligations hereunder are expressly contingent upon obtaining inspection(s) of the Property in accordance with the provisions of the Addendum, Any and all inspections to be obtained by Purchaser shall be completed within 5 business days from the date of the full execution of this Contract by all parties, through licensed engineers or State licensed contractors or qualified home inspectors. All inspections to be obtained by Seller shall be completed no later than five business days prior to settlement. In the event Purchaser fails to complete the inspection(s) within the time period specified in the Addendum, Purchaser shall forfeit the right to conduct the inspection(s). In the event Seller fails to complete the inspection(s) conducted at Seller's sole expense. Purchaser agrees to repair any damage caused as a result of the actions of Purchaser or its contractors on the Property in connection with this Addendum.

#### Clauses not checked are not part of the Contract.

( $\times$ ) A. WOOD INFESTATION INSPECTION: This contract is subject to ( ) Purchaser or ( $\times$ ) Seller obtaining, at their sole expense, a report dated not more than 60 days prior to the date of settlement from a pest control company licensed by the State. Concerning the presence of, or damage from termites and/or wood-destroying insects to the primary dwelling on the Property. If active infestation is found to be present, any corrective treatment shall be performed by a pest control company licensed by the State. If inspection reveals damage, any corrective action, including any necessary structural repairs, shall be performed by a state licensed contractor. Any unattached building(s) on the Property will be exempt from the terms of this Paragraph unless required by lender.

 $(\times)$  **B. Home Inspection:** This Contract is subject to the Purchaser having a home inspection for the purpose of discovering material defects. As used in this paragraph, the term "material defects" shall apply to those items that could affect the decision of a reasonable person to purchase the Property, and shall not include cosmetic items, matters of preference or grandfathered systems or features that are properly functioning that would not comply with current building codes if constructed or installed today. The fact that a structural element, system or subsystem is near, at or beyond its normal useful life is not, by itself a material defect. The home inspection and any subsequent inspections shall be at Purchaser's expense and shall be limited to the primary dwelling. Failure to complete the inspections(s) within the specified time period shall forfeit the Purchaser's right to conduct inspection(s)

() C. Well Inspection: If the Property is served by a well, this Contract is subject to () Purchaser OR () Seller obtaining a certificate, at their sole expense, from an appropriate governmental authority or from a licensed water testing laboratory indicating that the well water is potable. Potable water for the purposes of this paragraph is defines as that which meets local health authority standards for human consumption.

() **D. Septic Inspection:** If the Property is served by a well, this Contract is subject to () Purchaser OR () Seller obtaining a certificate, at their sole expense, from a professional septic inspection company stating that based on a visual inspection of the surface area above the drain field, there is no evidence of ground level seepage os the septic drain lines.

() E. RADON INSPECTION: This Contract is subject to () Purchaser or () Seller having a radon inspection, at their sole expense. The purpose of this inspection is to determine only if air quality radon levels meet EPA action level standards using an inspector certified by the National Environmental health Association (NEHA) and/or National Radon Safety Board (NRSB) at their sole choice. If Radon is found to be present at levels which exceed the action level established by the EPA and if corrective action is taken, such work shall be performed by a mitigator certified by NEHA and/or NRSB so that a test may be obtained which meets EPA standards. Seller shall pay for the verification test(s) after the remediation has been completed.

**RESULTS OF INSPECTION(S):** A copy of each inspection report shall be provided to all parties to this Contract within 5 business days from the completion of the inspection.

- 1. Seller shall correct all defects or perform in accordance with paragraph 16 of this Contract. All Repairs made pursuant to the provisions of this addendum will be performed by a State licensed contractions, State licensed pest control company or a certified radon mitigator unless otherwise agreed in writing by all parties.
- 2. If the home Inspections report reveals material defects as previously defined in Paragraph B, the Purchase shall provide the Seller within <u>5</u> business days from receiving the inspection report, a written Amendment specifying which problem the Purchaser requests Seller to correct. In the absence of any written notice from the Purchaser to Seller within said period, Purchaser will be deemed to have waived correction of the problems. Seller shall have 10 business days after receipt of written amendment to negotiate with and response (Response Time) to Purchaser in writing. Seller shall be obligated to correct or credit up to the Remediation Limit specified in Paragraph 16 of the Contract. If Seller agrees to make all repairs, provide credit for repair work to Purchaser if lender allows or direct payment to Contractor of Purchaser's choice at closing based upon written estimates or mutually agreed amount, this contingency shall be deemed satisfied. Failure by Seller to respond to Amendment specifying which problems the Purchaser requests Seller to correct within the Response Time stated above or failure of the parties to agree to the scope of repairs or credit in lieu thereof shall give Purchaser the right either to (1) terminate this contract within two (2)business days of the expiration of the Response Time, upon written notice to the Seller and thereupon, Purchaser's Deposit shall be refunded in full, in accordance with procedures defined in the Contract or accept a monetary credit if lender allows or direct payment to the Contractor of Purchaser's Choice at closing in accordance with the amount set forth in paragraph 16. All repairs or installations made pursuant to this Paragraph shall be performed by a State licensed contractor unless agreed in writing by all parties.

### WITNESS THE FOLLOWING DULY AUTHORIZED SIGNATURES AND SEALS:

Willie Nelson	10/26/2010 <b>(SEAL)</b>	Hank Williams	10/26/2010 <b>(SEAL)</b>
PURCHASER	DATE	SELLER	DATE
	(SEAL)		(SEAL)
PURCHASER	DATE	SELLER	DATE