

## 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:

\_\_\_\_\_

\_\_\_\_\_



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

# ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS



## ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

**TBD FM 768 (65.1Acres)**

**Rusk**

(Street Address and City)

*NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.*

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. *Subject to Section C below*, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):  
☒ (1) Seller reserves all of the Mineral Estate owned by Seller.  
☐ (2) Seller reserves an undivided \_\_\_\_\_ interest in the Mineral Estate owned by Seller. *NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.*
- C. Seller ☐ does ☒ does *not* waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. *NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.*
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the current contact information of any existing mineral lessee known to Seller.

**IMPORTANT NOTICE:** The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate.

If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

**CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

Buyer

Authentisign  
Joel Blansitt

11/03/2023

Seller **Joel Blansitt, Frost Bank Trustee**

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-3. This form replaces TREC No. 44-2.

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TREC NO. 44-3