SPECIAL ADDENDUM TO CONTRACT OF SALE NOTICE TO BUYERS REGARDING LANDFILL

COMMUNITY: Highlands Glen, Denton County, Texas

SELLER: D.R. Horton - Texas, Ltd. (DFW West Division) doing business as Emerald Homes

The following information is provided to the undersigned buyer(s) (individually and collectively, whether one or more, "Buyer") as a courtesy and not as an inducement to purchase. To avoid any confusion, no representative or agent of Seller is authorized to make any representation or other statement regarding the subject matter of this Addendum, and Buyer may not rely on any such representation or statement.

An old, closed landfill known as the Savage Landfill (the "Landfill") is located north of the Community in which you are purchasing property (your lot is hereinafter called the "Property"). You should note the location of the Landfill relative to the Property. TO SELLER'S KNOWLEDGE, BASED SOLELY ON PUBLICLY AVAILABLE INFORMATION, THE LANDFILL HAS NOT BEEN ACTIVE SINCE APPROXIMATELY 1985. Further information and disclosures regarding the Landfill may be found with the Texas Commission on Environmental Quality (TCEQ) at the following website:

 $\underline{http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=iwr.viewAddnDetail\&addn_id=384454892001300\&return=regent}$

Or you may contact the TCEQ Municipal Solid Waste Division directly at 12100 Park 35 Circle, Austin, TX 78735. (512) 239-2335

TESTING HAS SHOWN THAT METHANE GAS IS PRESENT IN THE COMMUNITY AND MAY BE PRESENT ON THE PROPERTY. THE SOURCE OF THE METHANE GAS NOT BEEN DETERMINED, BUT IT IS POSSIBLE THAT IT IS MIGRATING FROM THE LANDFILL. AS A PRECAUTION, THE RESIDENCE ON, OR TO BE CONSTRUCTED ON, THE PROPERTY HAS, OR WILL HAVE, A PASSIVE VENTING SYSTEM DESIGNED TO MINIMIZE ACCUMULATION OF METHANE GAS.

Additionally, substantial amounts of fill materials were used to raise the elevation of portions of the Community to facilitate development.

Buyer further acknowledges and agrees that this Addendum (i) is not intended to, and does not, constitute a full disclosure of all conditions that might affect the Property or the Community, and (ii) does not impose upon Seller any duty or obligation to make any further or future disclosures to Buyer concerning the Property and the Community, and (iii) does not relieve Buyer from its obligations to investigate the Property and the Community to satisfy itself that the Property and the Community are satisfactory to Buyer.

The undersigned Buyer hereby acknowledges receipt of this Addendum at or prior to execution of the Contract for the purchase of the Property.

By executing this Addendum, Buyer, in its sole discretion, has voluntarily elected to enter into the Contract and close the purchase of the Property in accordance with the Contract, and accepts the obligations and consequences of ownership of the Property, including all risks related to any items disclosed in this Addendum. BUYER FURTHER AGREES TO, AND DOES HEREBY RELEASE SELLER FROM, ANY AND ALL CLAIMS, COMPLAINTS, CAUSES OF ACTION, LOSS, DAMAGE, OR OTHER LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE LANDFILL, THE PRESENCE OR ABSENCE OF METHANE GAS, THE PASSIVE VENTING SYSTEM, THE PRESENCE OF FILL MATERIALS, AND ANY OTHER ITEMS DISCLOSED IN THIS ADDENDUM. Buyer acknowledges that no representative or agent of Seller has made any statement, representation or assurance regarding the Landfill, the presence or absence of methane gas, the passive venting system, the presence or absence of fill or any other items disclosed in this Addendum that has induced Buyer to buy the Property from Seller. Buyer further acknowledges and agrees that Seller has no duty or obligation to provide any further information to Buyer regarding the subject matter of this Addendum.

Docusigned by: killena J Hannalı FC7E8879EEF341F	12/12/2015	
Buyer: Kittena J Hannah	Date	
kenna B Hannali		
58557167EC6547F	12/12/2015	
Co-Buyer: Kenna B Hannah	Date	