



BUYER AND OFFER INFORMATION

ATTACH A COPY OF THE WRITTEN AND EXECUTED PURCHASE AGREEMENT WITH ALL ADDENDA

PROPERTY INFORMATION:

Date: _____

Customer: Vikram Lakhani File Number: 8497388 List Price: \$ 365,000.00

Property Address: 3130 Mossy Elm Ct, Houston, TX 77059

Listing Agent: Tiffany Curry Phone Number: 713-208-4862

Company: Berkshire Hathaway HS Tiffany Curry & Co., Realtors Fax Number: 866-380-9004

Selling Agent: _____ Phone Number: _____

Company: _____ Fax Number: _____

BUYER INFORMATION:

Buyer: _____ Employer: _____ Number Of Years: _____

Co- Buyer: _____ Employer: _____ Number Of Years: _____

Reason For Move: _____

Source of Down Payment: _____ (Savings, Investments, 401K, Gift, Equity)

Previous Home Sold? _____ When? _____ Closed? _____
(With an offer contingent upon the closing of buyer's current home, provide a copy of agreement with secondary buyer and evidence of their loan approval)

MORTGAGE INFORMATION:

Mortgage Lender Name: _____ Lender Contact & Phone: _____
(Attach Pre-Qualification/Pre-Approval Letter)

OFFER DETAILS:

Offer Price: \$ _____ Offer Date: _____ Closing Date: _____ Loan Type: _____

Deposit: \$ _____ Down Payment: \$ _____ Loan \$ _____ Interest _____ %

Total Commission: 6 % Commission Split: 3 % / 3 %

SELLER CONTRIBUTIONS: (Points, Closing Costs, Home Warranties, Allowances):

Other Information for Consideration:



This Page is for Information Purposes Only

Rider To Purchase **Agreement**

Please make sure all of the following have been completed on the Rider to Purchase before submitting the offer package to BGRS.

- Buyer (s) initial the bottom of each page where indicated
- Page 1 – Buyer(s) full name to be entered into the 1st paragraph
- Page 5 – Section 9 – Closing date to be added where indicated
- Page 8 – Listing Broker/Agent & Selling Broker/Agent to sign where indicated
- Page 9 – Buyer(s) sign where indicated

Complete, sign and return with Purchase Agreement:

BGRS, LLC
Marie Cerrone
150 Harvester Drive, Suite 201
Burr Ridge, IL 60527 USA

RIDER TO PURCHASE AGREEMENT

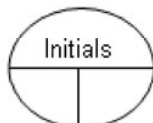
This Rider to Purchase Agreement (“Rider”) is attached to and incorporated in the Purchase (“Agreement”) between BGRS, LLC, as “Seller” and _____, (“Buyer”) with respect to the land, buildings, improvements and contents (e.g., fixtures, appliances, etc.) located at: 3130 Mossy Elm Ct, Houston, TX 77059 (the “Property”). In the event of any conflict between the provisions of this Rider and the Agreement, this Rider shall control. If the property being sold is a Cooperative Apartment, all references in this Rider to the “Property” mean the cooperative apartment shares and leases allocated to the premises being transferred.



1. **Seller’s Authority:** No agreement for the sale of the Property shall be deemed effective unless executed in writing by Seller’s authorized employee. Any offer or counter-offer executed by a real estate broker or agent on behalf of Seller will not be binding unless ratified in writing by Seller.
2. **Condition of Premises:** Buyer understands that Seller is a relocation management company, has never lived in or on the Property and that Seller’s knowledge of the Property is based solely on the tests, inspections, condition reports and prior occupying owner’s seller disclosure statement(s) provided to Buyer. **The Property being sold and purchased is not new and is sold “as is” in its present condition with all faults (if any) subject to Section 6, below.** Buyer acknowledges that Buyer is not relying on any representations, statements, guarantees or warranties concerning the Property made by anyone, including, but not limited to: warranties of habitability, merchantability or fitness for a particular use; insurability; representations regarding the size of the buildings and improvements, lot size or boundaries; the presence or absence of toxic or hazardous substances; the presence or absence of any encroachments or unrecorded easements; special assessments of record, or the condition of the Property or any of its mechanical components including but not limited to the security system, electrical, plumbing, sprinkler system, heating, air conditioning system, and/or any appliances (to include garage door openers/transmitters) being conveyed pursuant to the Agreement.
3. **Tests, Inspections and Disclosure Statements:** Seller has obtained the following test results or inspection reports:

<u>Type of Test/Inspection</u>	<u>Inspection Company Name</u>

Buyer initials:



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Disclosure Statements

Homeowner's Disclosure Statement	<u>07/13/2021</u>
State of Texas Disclosure Form by former owner	<u>11/28/2021</u>
State of Texas Seller Disclosure Form by Seller	<u>11/30/2021</u>
HOA/CCR Documents	<u>N/A</u>
Natural Hazards Disclosure Statement (California only)	<u>N/A</u>

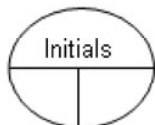
Buyer shall acknowledge receipt of test results, inspection reports, homeowners' disclosure statements, etc., (collectively, the "Disclosure Documents") by initialing each document and signing the state-prescribed seller's disclosure, if any. Buyer agrees that Buyer is not relying on the accuracy of the statements in the Disclosure Documents and may investigate the subject matter of the Disclosure Documents. Any obligation to make repairs based on the investigations or otherwise will be governed exclusively by Section 6, below.

At closing Buyer shall execute a Disclosure Acknowledgement confirming that Buyer had the opportunity to review and investigate the matters in the Disclosure Documents. Buyer's closing of the transaction described in the Agreement and this Rider constitutes Buyer's acceptance of the Property and satisfaction or waiver of matters in the Disclosure Documents.

In the event the Disclosure Documents are not available at the signing of the Agreement and this Rider, Seller agrees to provide the Buyer with such Disclosure Documents within five (5) days of Seller's receipt and to allow Buyer five (5) days to review the Disclosure Documents and provide Seller with written notice of defects in the manner described in Section 6 of this Rider.

NOTICE TO BUYER: TESTS AND INSPECTION REPORTS (IF ANY) PROVIDED TO BUYER WERE PREPARED FOR SELLER, A RELOCATION COMPANY, IN ACCORDANCE WITH THE COMPANY'S REQUIREMENTS AND REPORT THE CONDITION OF THE PROPERTY AS OF THE INSPECTION DATE. INSPECTION REPORTS PREPARED FOR SELLER ARE NOT INTENDED AS A SUBSTITUTE FOR COMPREHENSIVE INSPECTION OF THE PROPERTY BY AN INSPECTOR OF THE BUYER'S CHOICE. STANDARD INSPECTION REPORTS CUSTOMARILY PROVIDED IN THE PROPERTY'S LOCALE MAY CONTAIN ADDITIONAL INFORMATION A BUYER SHOULD CONSIDER IN MAKING A DECISION TO BUY THE PROPERTY. MOREOVER, THESE DOCUMENTS ARE GIVEN TO BUYER FOR INFORMATIONAL PURPOSES ONLY TO SATISFY SELLER'S LEGAL DUTY OF DISCLOSURE. THEY REPRESENT THE OPINIONS OF THE INDIVIDUALS OR FIRMS WHO PREPARED THEM. SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE INFORMATION PROVIDED AND MAKES NO AGREEMENT TO UNDERTAKE OR PERFORM ANY ACTION RECOMMENDED IN ANY OF THE REPORTS. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON THE ACCURACY OF THESE

Buyer initials:



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DOCUMENTS.

Unless specifically noted in the Disclosure Documents, Seller has no knowledge concerning the presence of radon gas, asbestos or other toxic or hazardous substances in the Property. However, Buyer shall not interpret Seller's lack of knowledge as a representation that the Property is free of radon gas, asbestos or other toxic or hazardous substances.

4. Lead Based Paint and Lead Based Hazards for Pre-1978 Properties:

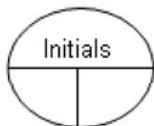
The subject property was not constructed prior to January 1, 1978.
 was constructed prior to January 1, 1978.

For Properties constructed prior to January 1, 1978 - BUYER SHOULD TAKE NOTE AS FOLLOWS: Properties constructed prior to January 1, 1978 are subject to compliance with The Lead Based Paint Hazard Reduction Act, as these properties may present hazards related to exposure to lead from lead based paint and/or lead based products. Buyer acknowledges receipt of the EPA pamphlet *Protect Your Family From Lead in Your Home*.

LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

SELLER DISCLOSURE:

Seller has: (Seller to check as appropriate - Seller and Buyer initial):



no knowledge of lead-based paint and/or

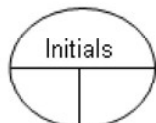
lead-based hazards in the Property.
 knowledge regarding lead-based paint and/or lead-based paint hazards in the Property.

RECORDS AND REPORTS:

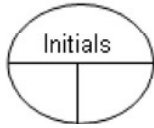
Seller has: (Seller to check as appropriate - Seller and Buyer initial):

provided the Buyer with all available records and reports pertaining to lead-based and/or

Buyer initials:



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lead-based paint hazards in the Property, which reports are listed below:

_____ []

no reports pertaining to lead-based paint and/or lead-based paint hazards in the Property.

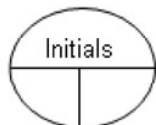
- 5. **Agent Acknowledgment:** Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) (The Lead-Based Paint Hazard Reduction Act) and is aware of his/her responsibility to ensure compliance including providing the Buyer with a copy of the EPA pamphlet *Protect Your Family From Lead in Your Home*.
- 6. **Buyer's Duty to Inspect/Test:** The Property is being sold "as is"- in its present condition with all faults, if any, including those disclosed in paragraph 3 and 4 above. – Unless required by law, Seller rejects all option/no risk due diligence fees/periods specified in the Agreement. Buyer has the right to inspect or to have the Property inspected by others on Buyer's behalf to determine the existence of defects, if any. All inspections shall be at Buyer's sole cost and expense. Seller recommends that Buyer secure such surveys, title inspections, professional building inspection reports, any inspections or tests necessary to determine the presence of radon gas, asbestos, lead based paint, underground storage tanks, or other toxic or hazardous substances in or about the Property, and any other tests and inspections Buyer deems appropriate to determine the condition of the Property.

Any and all inspections and tests conducted on Buyer's behalf, and any defects discovered, must be reported to Seller or Seller's agent in writing, accompanied by a complete copy of the Buyer's reports, no later than 5:00 p.m. on the seventh (7th) day after the date Seller signs the Rider except that Buyer may have up to ten (10) days to complete inspections for lead based paint and/or its hazards, unless Buyer has waived this opportunity. Buyer's failure to provide Seller with a copy of the inspection reports and reported defects within this seven (7) day period (10 for lead-based paint), shall constitute Buyer's acceptance of the condition of the Property and a waiver of all inspection contingencies, and Buyer's agreement to proceed to closing.

Seller shall have seven (7) days from the date Seller receives Buyer's written notice of any defects not previously disclosed by Seller, to advise Buyer or Buyer's agent, in writing, that Seller shall proceed under one of the following options:

- a) Treat the condition and repair the defect at Seller's own cost and expense, in which event Buyer agrees to consummate the purchase transaction according to the terms of the Agreement and this Rider; (in the case of lead-based paint and/or remediation of lead-based paint hazards, Seller will provide Buyer with a certificate from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing); or
- b) Provide a closing credit to Buyer, or Buyer's designated contractor, in an amount agreed to by the Buyer and Seller which will be shown on the HUD-1/Closing Disclosure in lieu of making the

Buyer initials:



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repair(s), (subject to approval by Buyer's lender). In which event Buyer agrees to consummate the purchase transaction according to the terms of the Agreement and this Rider and to sign a release holding the Seller from any liability or obligation, in a form acceptable to Seller related to the condition and its repair.; or

- c) Terminate the Agreement by executing a Release and refunding the Buyer's earnest money deposit. If Seller elects to terminate, Buyer shall have the right to consummate the purchase transaction taking the Property in "as is" condition with whatever defects exist; Buyer must notify Seller, in writing, of the intent to proceed within four (4) days after receipt of Seller's notice of its election to terminate. Should Seller fail to respond within seven (7) days after notification of defects by Buyer, this Agreement shall be considered null and void, with any and all obligations of the respective parties terminated and Seller will refund Buyer's earnest money deposit.

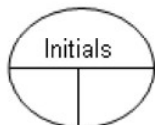
Buyer shall have the right to make a final inspection of the Property to be sure that the Property's condition has not deteriorated from the date of the Agreement and Rider (ordinary wear and tear excepted) and to submit any repair requests to Seller as a result of Buyer's final inspection two (2) business days prior to settlement/closing.

Buyer agrees to indemnify and hold harmless Seller, its officers, directors, employees, agents, contractors and tenants from all claims, damages, liabilities, and expenses arising in connection with inspections made by Buyer, its agents or contractors prior to closing.

- 7. **Financing:** Buyer agrees to notify Seller, in writing, in the event the designated type of financing in the Agreement changes prior to closing. Buyer further agrees to provide Seller with a copy of any written denial for financing, to include the reason for the denial, upon receipt of notification of denial.
- 8. **Toxic/Hazardous Substances:** Buyer assumes all risk of loss, damage or injury which may arise as a result of, or may be in any way connected with, the presence of radon gas, asbestos, mold or any other toxic, hazardous or other environmentally dangerous substance in, on or about the Property. Buyer fully and forever releases and discharges Seller, its officers, employees and agents, from any and all claims, damages, liabilities, and expenses (including attorney's fees), whether now or hereafter known, which Buyers have or may hereafter have against Seller, its officers, employees and agents. Buyer releases and indemnifies Seller, its officers, employees and agents from and against any claims, damages, liabilities, and expenses (including attorney's fees), relating to the presence of radon gas, asbestos, mold or any other toxic, hazardous or other environmentally dangerous substance in, on or about the Property, which claim is made by Buyer, Buyer's dependents or invitees. This provision shall survive delivery of the Deed and the closing.
- 9. **Title/Title Insurance and Affiliated Business Disclosure:** In the event a title report reflects title defects, Seller shall have the option to correct the item or terminate the transaction at Seller's discretion. Seller shall have no obligation to bring any action or proceeding or otherwise incur any expense whatsoever to render title marketable or insurable. In the event the defect is one which will require in excess of thirty (30) days to correct, Seller will notify Buyer and Buyer may terminate the Agreement, receive a refund of the earnest money deposit and release Seller from further obligation under the Agreement.

Seller will not provide a policy of title insurance to Buyer at Seller's expense unless the Property is in a jurisdiction where it is customary for a seller of residential property to do so and, in that event, Seller reserves the right to select the title insurer/agent, which may include BRPS Title LLC (also known as BRPS Agency LLC, BRPS Title of Texas LLC and BRPS Agency of Maryland LLC) (together "BRPS

Buyer initials:



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HSL Rider to Purch Agmnt

Title)) as the title insurer/agent. BRPS Title provides high quality closing services, with special expertise in the relocation market, and is a preferred vendor of Seller. Buyer acknowledges that they have been advised that Seller is affiliated with BRPS Title, and that Buyer has received an Affiliated Business Arrangement Disclosure form. Notwithstanding the foregoing, Buyer acknowledges that Buyer is not required to purchase settlement services, including title insurance, from any particular company as a condition of sale.

Title will be conveyed by a deed with limited warranties of title that is customary in the marketplace.

10. **Tax and Other Prorations:** Except as otherwise provided herein, prorations for "Taxes" (defined as general or "ad valorem" property taxes, supplemental and special taxes, personal property taxes, special assessments, including but not limited to municipal and Homeowner and other community based "Associations", and similar items of whatsoever type and nature) will be calculated in accordance with local custom and based upon the most recent written verifiable official tax information provided as of the day of closing by the local tax collector, assessor or other applicable authority ; provided, however, properties located in Illinois will be prorated at a rate of 105% of the most recent available written tax bill unless otherwise agreed by Seller. Buyer assumes all obligations for Taxes (including, without limitation, reassessments) and other charges for the Property after closing. The proration for the day of closing shall be charged to Buyer. Settlement is final. **SELLER WILL MAKE NO ADJUSTMENTS OR REPRORATIONS WHATSOEVER AFTER CLOSING.** This provision shall survive delivery of the deed and the closing.
11. **Closing:** Following the final inspection, as set forth in paragraph 6 hereinabove, all closing and repair figures must be confirmed and approved by Seller or its closing agent at least three (3) business days in advance of closing. Closing date and time must be scheduled at least five (5) days prior to closing.

The closing of the sale of the Property shall be facilitated through the following closing agency (firm name):

whose address is: 20445 State Hwy 249 , Houston, TX 77070
Telephone No.: 281-671-5500 Fax No.: 281-671-5581
Local Closing/Settlement Contact: Natalie Collins
The closing shall occur on or before: _____ ,



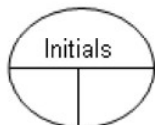
with **Time Being Of The Essence.** Failure of either party at any time to require performance by the other party of any provision of the Agreement or this Rider shall not be deemed a continuing waiver of that or any other provision. In the event Buyer fails to close on the contract closing date, through no fault of Seller, Seller reserves the right to charge Buyer a 1.5% per diem based upon the contract sales price.

Buyer acknowledges and agrees that Seller and Seller's relocation client (i.e., the employer in a relocation transaction) are entitled to receive a complete, fully executed copy of the HUD-1 Uniform Settlement Statement/Closing Disclosure reflecting all monies received and disbursed in connection with this transaction.

The listing real estate agency is: Berkshire Hathaway HomeService. The listing broker (or agent) is: Joyce Thomas.

Note: Notwithstanding anything to the contrary in the Agreement, or elsewhere, the brokerage commission will be considered earned and payable only if the sale to Buyer is closed, the deed delivered to Buyer and the purchase price delivered to Seller.

Buyer initials:

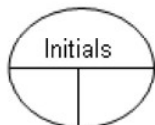


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Special Instructions:

12. **Possession:** Possession **shall** be given to the Buyer at closing and funding. Buyer may not alter the Property, store anything on/in the Property, occupy, or otherwise use the Property prior to closing.
13. **Dispute Resolution:** Notwithstanding anything contained in the Agreement to the contrary, except as may otherwise be required by state law, **Seller** expressly rejects all mediation, arbitration and other alternative dispute resolution procedures. Any provisions in the Agreement requiring such procedures are void and of no effect.
14. **Insurance:** At closing, Seller will be relieved of all responsibility and liability for maintaining any insurance on the Property and Seller's insurance policies will terminate immediately upon closing. Buyer is responsible for obtaining such coverage as Buyer deems appropriate.
15. **Attorney's Fees:** In the event of a dispute involving the enforcement or interpretation of the terms or provisions of the Agreement or this Rider, the prevailing party will be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which the party may be entitled. This provision will survive closing.
16. **Execution of Purchase Agreement and Rider:** The parties are not bound until the Agreement and this Rider are executed and delivered to the respective party or its agent. In addition, the Buyer acknowledges that this sale is a corporate relocation transaction and that Seller's ability to transfer title is contingent upon Seller's ability to acquire ownership of the Property (if the Property is a cooperative apartment, authority to transfer the cooperative apartment shares and lease) through a contract with the individual being relocated upon terms satisfactory to that individual and Seller on or before the closing date set forth above. If Seller does not acquire ownership, authority and/or obtain marketable title on or before the closing date, the Agreement may be deemed null and void at the option of either party. In that event, the earnest money or Buyer's deposit will be refunded to Buyer as Buyer's sole and exclusive remedy and Seller will be released from further liability.
17. **Assignment/Modifications:** The Agreement and this Rider may not be assigned by Buyer unless Seller gives prior written consent. Notwithstanding the foregoing, in the event the Property is a cooperative apartment, Seller may assign this Agreement and Rider if necessary in order to meet the requirements of a cooperative housing corporation for transfer of the shares and lease and closing. Any modification to the Agreement or this Rider must be made in writing and executed by both Buyer and Seller.
18. **Settlement as Final:** Buyer's (a) failure to notify Seller in writing of any defects within the time limits provided in this Rider, or (b) acceptance of the Deed at settlement shall constitute Buyer's full acceptance of the condition of the Property and an absolute and irrevocable waiver of Buyer's right to object to its condition or assert any claim related to the Property at any time in the future including, but not limited to latent defects of which Seller had no actual knowledge. This provision shall survive delivery of the Deed and the closing.

Buyer initials:



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19. **Liquidated Damages:** It is expressly agreed that any default by Buyer in the performance of the Agreement or this Rider will, at Seller's option, immediately terminate the Agreement and the Buyer's deposit and/or earnest money will be released and surrendered to Seller as liquidated damages and not as a penalty, to defray carrying costs and lost marketing time. In the event of Seller's default, Purchaser's sole remedy shall be limited to the return of the Buyer's earnest money deposit and the Agreement shall then be deemed terminated.

20. **Severability:** If any provision of this Rider conflicts with the applicable law of the jurisdiction where the Property is located, such conflict shall not affect other provisions of this Rider which can be given effect without the conflicting provision.

21. **For Properties Located In LOUISIANA Only:** Buyer acknowledges and agrees that the Property is being sold in "as is" and "where is" condition, without any warranty of recourse whatsoever as to the condition of the Property, including, without limitation, any warranty as to the absence of vices or defects (whether apparent, latent, known or unknown, easily discoverable, or hidden), fitness for any ordinary use, or fitness for any intended use or particular purpose, even for the return or reduction of the purchase price or otherwise. Buyer acknowledges reliance solely on Buyer's inspection of the Property. Accordingly, Buyer waives all of Buyer's rights in connection with the condition of the Property, and Buyer hereby relieves and releases Seller from any and all liability in connection with the condition of the Property, including particularly any and all liability for any claim or cause of action for redhibition or for reduction of the purchase price or otherwise pursuant to Louisiana law. Buyer expressly waives all rights in redhibition and reduction of the purchase price or otherwise pursuant to Louisiana law. Buyer further acknowledges and agrees that Buyer has not relied on Seller's skills or judgment in selecting the Property. Buyer acknowledges and understands that Louisiana redhibition law enables Buyer to hold Seller responsible for any undeclared latent defects in the Property existing on the date of the Act of Sale and to either rescind the sale or seek a reduction of the purchase price, and Buyer hereby specifically waives such rights. As used in this provision, "Act of Sale" refers to the closing of title.

Buyer acknowledges that the foregoing waivers have been explained to Buyer and that Buyer has read and understands such waivers, has voluntarily and knowingly consented to such waivers and agrees to be bound thereby.

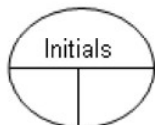
22. **For Properties Located in CALIFORNIA Only:** In connection with any rights Buyer is waiving under this Rider, including but not limited to, those set forth in sections 2,6,8 and 9 respectively, Buyer expressly waives and relinquishes all rights and benefits afforded by California Civil Code §1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him must have materially affected his/her settlement with the debtor.

Buyer understands and acknowledges the significance of such specific waiver of Civil Code §1542. Notwithstanding Civil Code and, for the purpose of effecting a full and complete release and discharge of Seller, Buyer expressly acknowledges that this release is intended to include in its effect, without limitation, all claims, known and unknown, existing at the time of execution and that this release contemplates the extinguishment of any such claim or claims.

23. **For COOPERATIVE APARTMENTS Only:** In the case of a cooperative apartment, Buyer's acknowledgement of disclaimers of any and all representations, statements, guarantees, and

Buyer initials:



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warranties by Seller including, but not limited to, acknowledgements set forth in section 2, above, specifically include disclaimers of any representations pertaining to the cooperative corporation, maintenance, assessments and charges.

24. **ELECTRONIC SIGNATURES:** The Parties agree that electronic signature, as well as transmission by fax and/or email containing a digital image of a party's signed Agreement shall be considered a valid execution of the Agreement.

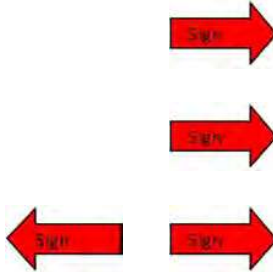
25. **Additional Provisions:**

Seller: BGRS, LLC

By:

Date
Tiffany Curry 12/1/2021

Listing Broker/Agent Date

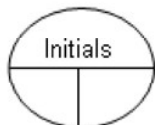


Buyer Date

Buyer Date

Selling Broker/Agent Date

Buyer initials:



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BGRS COVID-19 RIDER ADDENDUM

This Rider Addendum (“Addendum”) amends that certain Purchase Agreement and Rider (“Agreement”) dated _____, 20____, by and between _____ (“Seller”) and _____ (“Buyer”) (collectively “the Parties”) for the property located at _____ (the “Property”) herein the “Agreement.”

The Parties recognize that government actions, mandated as a result of COVID-19 may impact real estate transactions due to travel restrictions, isolation/quarantine requirements and closure of offices/businesses including government and private offices that typically fund, close and record real estate transactions. As these circumstances arise, and potentially impact the duties of the Parties under the Agreement, the Parties agree as follows:

1. Buyer(s) shall:
 - (a) instruct anyone who will be given access to the Property on Buyer’s behalf in order to inspect, test, and perform any other tasks (i.e. inspectors, agent and appraisers, etc. or “Buyer’s Representatives”) to wash their hands or use hand sanitizing products *prior to* conducting such tests/inspections and to wear gloves or clean any surface area that they touch (i.e. doorknobs, faucets, countertops etc.) inside the Property with sanitizing cleaning products to the extent practical;
 - (b) use reasonable efforts to limit access to the Property, to those necessary to perform tasks (i.e. inspections, appraisals and walk-throughs), in order to facilitate the transaction;
 - (c) not allow any non-essential individuals to access the Property (i.e., personnel that are not essential to facilitate the transaction, such as contractors, decorators, blind or window covering contractors, painters, etc.), absent the express written approval of the Seller;
 - (d) in those geographic areas where it is customary for Buyer to choose title providers and purchase owners’ title insurance, make every effort to order title, to include any municipal record searches as soon as practical following execution of the Agreement and pay for those charges accordingly; and
 - (e) refrain from entering the Property and to notify the Seller as soon as reasonably possible if they or anyone who entered the Property on their behalf (i) have tested positive for COVID-19 or (ii) have come in contact with someone infected with COVID-19 or whom they suspect may be infected with COVID-19. In all events, Buyer will make a reasonable effort to find an alternative person to come to the Property to perform the necessary tests/inspections.
2. Seller shall notify Buyer(s) as soon as reasonably possible, in the event any person residing in or coming in direct contact with the interior of the Property tests positive for COVID-19 or is required to self-quarantine due to exposure to COVID-19.
3. The Parties further agree that:
 - (a) In the event that either Party cannot close on the date set forth in the Agreement as a result of a failure to perform that is directly attributable to the impact of COVID-19, the Party shall provide immediate written notice, as well as proof of the illness/quarantine mandate, to the other Party.
 - (b) The Party providing said notice shall take such measures to effect Closing as may be available (i.e. using mobile notaries, E-notarization (if allowed), or execution of Power of attorney or other such action acceptable to the lender or title provider). In the event the Closing date must be extended, the Parties agree it will be extended to a mutually agreeable date not longer than thirty (30) days from the original Closing date.
 - (c) Any costs associated with the extension of the Agreement due to financing commitment extensions or updates to title etc., shall be borne by the party requesting said extension unless otherwise agreed to by the Parties in writing.
 - (d) In the event the Buyer’s title company is unable to close the sale of the Property due to any reason

- directly attributable to the impact of COVID-19, Buyer agrees to allow Seller's title company/provider, to effect closing in a timely manner and Buyer will pay any/all additional costs, if any, associated with the transition of the title and closing services on Buyer's behalf.
- (e) Notwithstanding anything to the contrary in the Agreement, in the event the sale of the Property closes but the title and recording office, or other governmental agency, is unable to record the deed and related document due to the government closure of the county recorder's office as a result of COVID-19, the Parties agree to satisfy closing agents requirements as it relates to delayed document recording and insurability.
 - (f) IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE AGREEMENT THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE AGREEMENT SHALL CONTROL
 - (g) This Addendum is meant to provide authorization as circumstances arise, and potentially impact the duties of the Parties under the Purchase Agreement. It is not meant to override any individual state statute or law, and in the event of any conflict between this Addendum in any individual state, Parties agree state law shall control.

The Parties herein acknowledge that they have read, understand, agree and accept the terms of this Addendum.

By and on behalf of the Buyer(s):

Buyer Signature

Buyer Signature

Buyer Name

Buyer Name

By and on behalf of the Seller

Seller Signature



This Page is for Information Purposes Only

Buyer to Initial Each
Page of The
Documents Included
in this Package

Please make sure all pages of the following have been initialed and are submitted with the offer package to BGRS.

COMPLETE, SIGN AND RETURN TO:
 Email: marie.cerrone@bgrs.com

HOMEOWNER DISCLOSURE STATEMENT

NOTE: If this document isn't completed correctly or in its entirety, you will be asked to address any omissions or errors which may delay your relocation.

INSTRUCTIONS	
•	Answer every question on this form to the best of your knowledge and return it within five (5) working days.
•	Select "Other" and indicate "unknown" if you have no knowledge regarding the type of a specific component/system.
•	Check "NA" if a component/system does not exist.
•	Explain any "Yes" answers in comments area for each section and provide repair receipts and/or warranties as applicable.
•	Attach additional pages as necessary if more space is required for comments.
•	Attach supporting documentation as indicated in Section 12.
•	Document is initialed at bottom of each page as follows: <ul style="list-style-type: none"> - Customer and spouse/partner initial as Seller. - associate initials as . - Resale Buyer(s) initial(s).

1. PROPERTY IDENTIFICATION		
Customer name	VIKRAM LAKHANI	"The Seller"
Spouse	ANJALI KALANI	"The Seller"
Other(s) on title		"The Seller"
Property address	3130 MOSSY ELM CT, HOUSTON, TX 77069	"The Property"

In connection with my relocation, I/we make the following disclosures to the best of my/our knowledge regarding the Property. I/We further understand and acknowledge the importance of BGRS, LLC ("BGRS")'s timely receipt of the information in this disclosure; and that my/our delay in returning this Disclosure to BGRS may adversely impact the purchase of the property by BGRS and sale of the property by BGRS to a third party.

2. GENERAL PROPERTY INFORMATION	
•	Select the choices below that pertain to the Property
•	Select "Other" and indicate "unknown" if you have no knowledge regarding the type of a specific component/system.
Age of Property:	BUILT 1996
Date purchased:	AUG 30, 2013
Property Type	
<input type="checkbox"/>	Condominium
<input type="checkbox"/>	Co-operative apartment
<input checked="" type="checkbox"/>	Single family
<input type="checkbox"/>	Mobile/manufactured home
<input type="checkbox"/>	Other:
Is Property currently occupied?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	If vacant, for how long:

Seller initials VL / AK BGRS initials MC BGRS, LLC Resale Buyer initials /

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2 GENERAL PROPERTY INFORMATION Continued									
Air conditioner(s)									
None		<input checked="" type="checkbox"/> Central air		Ductless home air system					
Window unit		How many units: <u>2</u>							
Detectors									
None		<input checked="" type="checkbox"/> Smoke- how many: <u>5</u>		Combo CO and Smoke- how many: <u>6</u>					
Carbon-monoxide (CO)- how many: <u>0</u>									
Fireplace									
None		Decorative- how many:							
<input checked="" type="checkbox"/> Gas- how many: <u>1</u>		Wood burning- how many:							
Heating system									
Electric		Heat pump		Windmill					
Geothermal		Solar pump		<input checked="" type="checkbox"/> Natural gas					
Other:		LP gas		Oil					
If Oil or LP Gas, is tank:		Above ground		In ground					
Date tank last serviced?		Any maintenance plan?		Yes		No			
If LP or natural gas applies, is there corrugated stainless steel tubing?		Yes		No					
Land									
<input checked="" type="checkbox"/> No abnormalities		Sink hole(s)		Expansive soil					
Landfill		Fault Rupture		Hazard zone					
Mineral rights leased		Mineral rights owned		Mineral rights unknown					
Other:									
Plumbing									
<input checked="" type="checkbox"/> Copper		Lead		<input checked="" type="checkbox"/> PVC/CPVC					
Kitec/Pex		Polybutylene		Other:					
Roof/Age of roof: <u>11 YEARS ESTIMATE</u>									
Asphalt		Metal		Tile					
Composition		Slate		Wood shingle					
Other: <u>SHINGLES</u>									
Siding									
Aluminum		Hardie board		Stucco					
<input checked="" type="checkbox"/> Brick		<input checked="" type="checkbox"/> Wood		Synthetic stucco					
Composite board		Mfg. stone veneer		Vinyl					
Other:									
Solar Energy									
<input checked="" type="checkbox"/> None		Leased		Owned		Full		Partial	
Swimming pool									
<input checked="" type="checkbox"/> None		In ground		Above ground					
Is pool heated?		Yes		No					
Spa-jacuzzi or hot tub									
<input checked="" type="checkbox"/> None		In ground		Above ground					
Water supply									
<input checked="" type="checkbox"/> City		Private well		Shared well					
Sewage									
<input checked="" type="checkbox"/> City		Septic		Other:					

Seller initials VL, AR

BGRS initials MC BOFF, LLC

Resale Buyer Initials /

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3. GENERAL HOME COMPONENTS/SYSTEMS		Yes	No	NA
<ul style="list-style-type: none"> Are you aware of current defects, malfunctions, problems or previous repairs to any of the following? Check "NA" if a component/system does not exist. Exclude any "Yes" answers in comments area below and provide repair receipts and/or warranties as applicable. Attach additional pages as necessary if more space is required for comments. 				
a)	Air conditioner		<input checked="" type="checkbox"/>	
b)	Basement (indicate type below)			<input checked="" type="checkbox"/>
	Slab/Not Applicable			
	Unfinished			
	Partially finished			
	Fully finished			
c)	Chimney(s)		<input checked="" type="checkbox"/>	
	How many: 1			
d)	Ceilings		<input checked="" type="checkbox"/>	
e)	Ceiling fans		<input checked="" type="checkbox"/>	
	How many:			
f)	Central Vacuum			<input checked="" type="checkbox"/>
g)	Crawlspace			<input checked="" type="checkbox"/>
h)	Electrical		<input checked="" type="checkbox"/>	
i)	Fireplace(s)		<input checked="" type="checkbox"/>	
j)	Floors		<input checked="" type="checkbox"/>	
k)	Garage door opener(s)		<input checked="" type="checkbox"/>	
	How many remotes: 1			
l)	Heating		<input checked="" type="checkbox"/>	
m)	Irrigation/Underground sprinkler system			<input checked="" type="checkbox"/>
n)	Plumbing including fixtures		<input checked="" type="checkbox"/>	
o)	Roof		<input checked="" type="checkbox"/>	
p)	Sauna			<input checked="" type="checkbox"/>
q)	Security System		<input checked="" type="checkbox"/>	
r)	Septic-cesspool including leach field-lines			<input checked="" type="checkbox"/>
s)	If yes to p), date septic last serviced:			
t)	If yes to p), date septic last inspected:			
u)	Sewer (water back up, water main breaks, tree roots, etc)		<input checked="" type="checkbox"/>	
w)	Swimming pool including pool equipment and any heater		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
x)	If yes to w), describe safety features (eg. mesh fence, door / pool alarm):			
y)	Solar Panels			<input checked="" type="checkbox"/>
z)	Spa-jacuzzi or hot tub			<input checked="" type="checkbox"/>
aa)	Sump pump including battery back up			<input checked="" type="checkbox"/>
bb)	Water filtration system			<input checked="" type="checkbox"/>
cc)	Water softener			<input checked="" type="checkbox"/>
dd)	Water supply		<input checked="" type="checkbox"/>	
ee)	Windows		<input checked="" type="checkbox"/>	
Comments:				

Seller initials VL, AL

BGRS initials MC BGRS, LLC

Resale Buyer initials /

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4. HOME IMPROVEMENTS/REPAIRS		Yes	No
<ul style="list-style-type: none"> Indicate in comment section below whether repairs or other alterations were in response to a defect. Explain any "Yes" answers in comments area below and provide repair receipts and/or warranties as applicable. Attach additional pages as necessary if more space is required for comments. 			
a)	Are you aware of any structural additions, changes or repairs made to the Property by the former owners without all proper permits and government approval?		✓
b)	Have you made any additions, structural modifications, repairs or other alterations to the Property? If yes, answer (i-iv.) below:		✓
i.	Were permits required?		
ii.	Were permits obtained and closed?		
iii.	If applicable, was ACC/HOA approval required?		
iv.	If applicable, was ACC/HOA approval obtained?		
c)	Is there any evidence of, or has the Property been treated for, or repaired due to termite, pest or rodent infestation?		✓
Comments:			

5. PROPERTY BOUNDARIES		Yes	No
<ul style="list-style-type: none"> Explain any "Yes" answers in comments area below and provide repair receipts and/or warranties as applicable. Attach additional pages as necessary if more space is required for comments. 			
a)	Have you ever received or had a survey made of the Property?		✓
b)	Are there any common walls, party walls, retaining walls, sea walls, fences or patios on the Property or adjacent property, where use or maintenance is shared?	✓	
c)	Are there any driveways or private roads where use or maintenance is shared?		✓
d)	Are you aware of any easements, encroachments, overlaps, boundary or lot line disputes (recorded or not) that affect the Property?		✓
e)	Are there any zoning violations, non-conforming units, violation of set-back requirements, boundary disputes, etc. ?		✓
f)	Is your interest in or ability to convey marketable title to the Property affected by any of the above?		✓
Comments: FENCES SHARED WITH NEIGHBORS			

Seller initials VL JH

BGRS initials MC BGRS, LLC

Resale Buyer Initials /

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6. DRAINAGE/WATER		Yes	No
<ul style="list-style-type: none"> • Explain any "Yes" answers in comments area below and provide repair receipts and/or warranties as applicable. • Attach additional pages as necessary if more space is required for comments. 			
a)	Have there ever been any issues with dampness, drainage, grading, standing water, water damage or flooding in or about the Property?		
b)	Are you aware of any properties adjacent to the Property that have/have had any issues with drainage, grading, standing water?		
c)	Is the Property located in a designated flood zone by FEMA that requires flood insurance?		
Comments:			

7. LAND/FOUNDATION		Yes	No
<ul style="list-style-type: none"> • Explain any "Yes" answers in comments area below and provide repair receipts and/or warranties as applicable. • Attach additional pages as necessary if more space is required for comments. 			
a)	Have any of the following ever occurred on the Property or in your community: movement, settling or sliding issues?		✓
b)	Are there cracks, tilting or settling of any exterior walls, interior walls, ceilings, floors, foundation or basement?		✓
c)	Has there been any damage to the Property or any of the structures from fire, earthquake, hurricanes, tornadoes, floods, landslides, etc.?		✓
d)	Are there past or present problems with driveways, walkways, patio, seawalls, fences, retaining walls on or adjacent to the Property?	✓	
Comments: SOME CRACKS IN DRIVEWAY			

Seller initials VL/AL

BGRS initials MC BGRS, LLC

Resale Buyer initials /

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8 NEIGHBORHOOD		Yes	No
<ul style="list-style-type: none"> Answer "yes" if neighborhood conditions are either present or proposed. Explain any "Yes" answers in comments area below and provide repair receipts and/or warranties as applicable. Attach additional pages as necessary if more space is required for comments. 			
a)	Is there any unusual noise from any source that affects the Property? (Airlanes, highway, trains, hospital zone)	✓	
b)	Is the Property located near any recreational facility? (Community park, baseball field, golf course, etc.)	✓	
c)	Is the Property located near any unusual business? (Correctional facility, gun range, private or municipal dump, junkyard or toxic disposal site etc.)		✓
d)	Is the Property located near any retaining pond or other water source?		✓
Comments:			
ELLINGTON AIR FIELDS IS NEAR BY			
COMMUNITY PARK AND POOL ARE WALKING DISTANCE			

9 HAZARDOUS SUBSTANCES		Yes	No
<ul style="list-style-type: none"> Explain any "Yes" answers in comments area below and provide repair receipts and/or warranties as applicable. Attach additional pages as necessary if more space is required for comments. 			
a)	Does the Property now, or has it ever contained, any toxic substances to include but not limited to asbestos, lead paint, mold, radon gas, urea-formaldehyde foam Insulation (UFFI), formaldehyde flooring or adhesive, corrosive/Chinese drywall or Chinese made laminate flooring?		✓
b)	Does the Property contain an inactive/abandoned home heating oil or LP gas tank? <i>If yes answer question (i.) below.</i>		✓
i. Date storage tank abandoned?			
Comments:			

Seller initials VL / AL
 BGRS initials MC BGRS, LLC
 Resale Buyer initials /

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10. HOMEOWNER'S OR CONDOMINIUM ASSOCIATION		Yes	No
<ul style="list-style-type: none"> • Explain any "Yes" answers in comments area below and provide repair receipts and/or warranties as applicable. • Attach additional pages as necessary if more space is required for comments. 			
a)	Are there any common areas not managed by a use and maintenance agreement? (roofs, walls, driveways, roadways, walkways, wells or other jointly-owned areas)		✓
b)	Is there a Homeowner or condominium association pertaining to the Property? If yes, answer questions (i-vii) below.		
i.	Is the Home owner or condominium association voluntary?		✓
ii.	Is the Home owner or condominium association mandatory?	✓	
iii.	Does the association collect dues?	✓	
iv.	Is the association solvent (financially stable)?	✓	
v.	Does the association have first right of refusal for sale?		✓
vi.	Any special assessments whether actual, pending or proposed?		✓
vii.	Any lawsuits by or against the association?		✓
Comments:			

11. MISCELLANEOUS		Yes	No
<ul style="list-style-type: none"> • Answer yes if any of the following are anticipated, existing, pending or proposed. • Explain any "Yes" answers in comments area below and provide repair receipts and/or warranties as applicable. • Attach additional pages as necessary if more space is required for comments. 			
a)	Do you know of any facts, conditions/circumstances that may affect any of the following pertaining to the Property: marketability, value, beneficial use or desirability?		✓
b)	Are there any tax increases, bonds or special assessments by any governmental authority?		✓
c)	Is there any legal action that could affect your interest in the property? (demands, lawsuits, settlements, judgments, bankruptcy, divorce, claim for damages or any other type of proceeding)		✓
e)	Have there been any insurance claims?		✓
f)	Is there any reason why the Property would not be insurable at standard rates?		✓
g)	Are there any leased items on the property?		✓
h)	Have you had pets in/on the Property during your ownership?		✓
Comments:			

Seller initials VL / AL

BGRS initials MC BGRS, LLC

Resale Buyer initials /

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12. SUPPORTING DOCUMENTATION CHECKLIST		Attached	NA
<ul style="list-style-type: none"> • Check as "Attached" any/all of the following reports/documentation obtained during your ownership or purchase of the Property that you are including with this disclosure. • Check NA if you do not have a particular report/documentation. 			
a)	Building permits		✓
b)	Certificate of Occupancy		✓
c)	Defective construction claim reports		✓
d)	Disclosure statements provided at the time of your purchase of the Property		✓
e)	Homeowners (HOA)/Condo Association Documents		✓
i.	Articles		
ii.	Assessment statements		
iii.	By-laws		
iv.	Conditions, covenants & restrictions (CC&Rs)		
v.	Financial statements		
vi.	Written approval for modifications to the Property		NA
f)	Inspection reports		✓
i.	Engineering		
ii.	Home		
iii.	Indoor air quality (i.e. mold, pet dander)		
iv.	Radon		
v.	Pest/termite		
vi.	Septic		
vii.	Soil		
viii.	Stucco		
ix.	Structural		
x.	Other:		
xi.	Other:		
g)	Property survey		✓
h)	Repair Receipts		✓
i.	If attached, how many receipts:		
h)	Underground storage tank abandonment		✓
i)	Warranties or maintenance contracts		✓
i.	Pest/termite		
ii.	Radon		
iii.	Driveway maintenance or shared agreement		
iv.	Other:		
v.	Other:		

Seller initials VL / AR

BGRS initials MC / BGRS / JLC

Resale Buyer initials /

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STATE DISCLOSURES – Some states require sellers to complete a specific disclosure form. If your state requires a specific seller’s disclosure, you must provide a completed disclosure to BGRS, LLC (“BGRS”). If you have previously completed a seller’s disclosure for your real estate broker, you must provide a legible copy of the seller’s disclosure to BGRS. The seller’s disclosure prepared for your real estate broker (if completed within the last 90 days) may be submitted in lieu of completing a new state required seller’s disclosure. Providing the state disclosure is in addition to, and not in lieu of, providing this Homeowner Disclosure Statement.

SELLER SIGNATURES – The undersigned (“Homeowners”) acknowledge this Homeowner Disclosure Statement is incorporated by reference in the Contract of Sale with BGRS. Homeowners further acknowledge and understand (a) that BGRS may rely on the statements made, and (b) certify that the information is true and correct to the best of my/our knowledge as of the date indicated below. Homeowners acknowledge that BGRS and any agents or subagents appointed by them will disclose the above information and provide a copy of this Homeowner Disclosure Statement to prospective buyers. Homeowners acknowledge that failure to disclose a defective condition may entitle BGRS to cancel an offer to purchase.

If, after having completed this Homeowner Disclosure Statement and any other disclosures required to be provided, you subsequently discover the existence of any defect or condition required to be disclosed, you are under a continuing obligation to supplement your disclosures to include such defect and/or condition. This obligation will continue until the date BGRS executes a Contract of Sale with you or you vacate the Property, whichever is later.

Date: 7/13/2021

Vikram Lakhani Antali Kalani
Vikram Lakhani and Antali Kalani

Date: 7/14/2021

Marcus Brown
BGRS, LLC
BGRS, LLC

Seller initials VL, AK

BGRS initials MC, BGRS, LLC

Resale Buyer initials /

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SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc., 2019

Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

3130 Mossy Elm Ct
Houston, TX 77059-3226

CONCERNING THE PROPERTY AT _____

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller x is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	x		
Carbon Monoxide Det.		x	
Ceiling Fans	x		
Cooktop	x		
Dishwasher	x		
Disposal	x		
Emergency Escape Ladder(s)		x	
Exhaust Fans	x		
Fences	x		
Fire Detection Equip.		x	
French Drain		x	
Gas Fixtures		x	
Natural Gas Lines	x		

Item	Y	N	U
Liquid Propane Gas:		x	
-LP Community (Captive)		x	
-LP on Property		x	
Hot Tub		x	
Intercom System		x	
Microwave	x		
Outdoor Grill		x	
Patio/Decking	x		
Plumbing System	x		
Pool		x	
Pool Equipment		x	
Pool Maint. Accessories		x	
Pool Heater		x	

Item	Y	N	U
Pump: sump grinder		x	
Rain Gutters	x		
Range/Stove	x		
Roof/Attic Vents	x		
Sauna		x	
Smoke Detector	x		
Smoke Detector - Hearing Impaired		x	
Spa		x	
Trash Compactor		x	
TV Antenna		x	
Washer/Dryer Hookup	x		
Window Screens	x		
Public Sewer System	x		

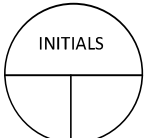
Item	Y	N	U	Additional Information
Central A/C	x			x electric gas number of units: 2
Evaporative Coolers		x		number of units:
Wall/Window AC Units		x		number of units:
Attic Fan(s)		x		if yes, describe:
Central Heat	x			electric x gas number of units: 2
Other Heat		x		if yes, describe:
Oven	x			number of ovens: electric gas other:
Fireplace & Chimney	x			wood x gas logs mock other:
Carport		x		attached not attached
Garage	x			attached x not attached
Garage Door Openers	x			number of units: 1 number of remotes: 1
Satellite Dish & Controls		x		owned leased from:
Security System	x			owned leased from:
Solar Panels		x		owned leased from:
Water Heater	x			electric x gas other: number of units: 1
Water Softener		x		owned leased from:
Other Leased Items(s)		x		if yes, describe:

(TXR-1406) 09-01-19

Initialed by Buyer: MC BOBS, LLC and Seller: VC RS

Page 1 of 6

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3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____

Underground Lawn Sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	automatic	manual	areas covered:
Septic / On-Site Sewer Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: shingles Age: 12 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Item	Y	N
Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Structural Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):
driveway has some cracks.

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: oak wilt	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landfill	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Roof Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>

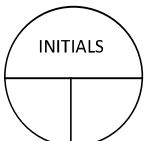
Condition	Y	N
Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Damage Not Due to a Flood Event	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1406) 09-01-19

Initialed by: Buyer: MC BORS, LLC and Seller: U B

Page 2 of 6

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3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

Roof repairs - fixed vents and other vulnerable spots due to leak some years ago.

Living room - replaced wood flooring and dishwasher due to dishwasher leak.

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage (if yes, attach TXR 1414).
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR) (if yes, attach TXR 1414).
- Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located wholly partly in a floodway (if yes, attach TXR 1414).
- Located wholly partly in a flood pool.
- Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

Flood Insurance - As we understand this is optional for this property, but have taken it.

*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

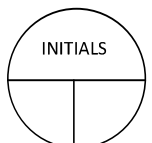
"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

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3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? yes no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary): _____

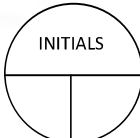
Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
 Name of association: Northfork Community Association
 Manager's name: Mary Ellen Strebeck Phone: (281) 480-2563
 Fees or assessments are: \$ 535 per year and are: mandatory voluntary
 Any unpaid fees or assessment for the Property? yes (\$ _____) no
 If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
 Any optional user fees for common facilities charged? yes no If yes, describe: _____
- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
 If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):
clear lake city boulevard association - mandatory \$95 fees per year

(TXR-1406) 09-01-19 Initialed by: Buyer: MC BOPS, LLC and Seller: [Signature] Page 4 of 6



3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____

Section 9. Seller ___ has has not attached a survey of the Property.

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ___ yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead ___ Senior Citizen ___ Disabled
- ___ Wildlife Management ___ Agricultural ___ Disabled Veteran
- ___ Other: _____ ___ Unknown

Section 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes ___ no

Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ___ yes no If yes, explain: _____

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* ___ unknown ___ no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

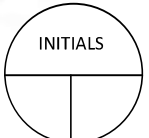
A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

<small>DocuSigned by:</small> <u>Vikram Lakhani</u>	11/28/2021	<small>DocuSigned by:</small> <u>Akshay</u>	11/28/2021
Signature of Seller	Date	Signature of Seller	Date

Printed Name: _____ Printed Name: _____

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3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____


ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov/SexOffenderRegistry>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>Reliant Energy</u>	phone #: <u>713-207-7777</u>
Sewer: <u>Clear Lake City water Authority</u>	phone #: _____
Water: <u>Clear Lake City water Authority</u>	phone #: <u>855-270-3592</u>
Cable: _____	phone #: _____
Trash: <u>Texas Pride</u>	phone #: _____
Natural Gas: <u>CenterPoint Energy</u>	phone #: <u>713-659-2111</u>
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: <u>ATT Fiber</u>	phone #: <u>800-288-2020</u>

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice.

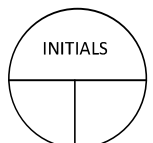

11/30/2021

Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: _____		Printed Name: _____	

(TXR-1406) 09-01-19

Initialed by: Buyer: MC BORS, LLC and Seller: [initials] [initials]

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-10-2020



ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

3130 Mossy Elm Ct

Houston

(Street Address and City)

Northfork Community Association / 281-480-2563

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer does does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Except as provided by Paragraphs A and D, Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$ **350.00** and Seller shall pay any excess.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), Buyer Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Maria Curran
Buyer **BORS Residential, LLC** 11/30/2021

DocuSigned by:
Vikram Lakhani 11/28/2021

Seller **Vikram Lakhani**

DocuSigned by:
Anjali Kalani 11/28/2021

Seller **Anjali Kalani**

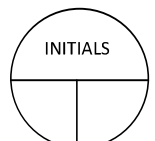
Buyer



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. 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 12168, Austin, TX 78711-2168, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-9. This form replaces TREC No. 36-5.

TREC NO. 36-9

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Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see NOTE at bottom of page.

1) The real property, described below, that you are about to purchase is located in the Clear Lake City Water Auth District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.26 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$0.26 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued in \$290,290,400.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$189,227,006.00.

2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$n/a. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

3) Mark an "X" in one of the following three spaces and then complete as instructed.

- Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).
- Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).
- Notice for Districts that are NOT Located in Whole or in Part within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities.

A) The district is located in whole or in part within the corporate boundaries of the City of _____ . The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of Harris . By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows: LT 18 BLK 6

NORTHFORK SEC 2

Digitally signed by Vikram Lakhani 11/28/2021
 Signature of Seller Date
 Vikram Lakhani

Digitally signed by Anjali Kalani 11/28/2021
 Signature of Seller Date
 Anjali Kalani

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

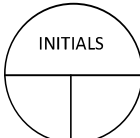
The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Mouli Sen 11/30/2021
 Signature of Purchaser Date
 Mouli Sen

Signature of Purchaser Date

NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2020" for the words "this date" and place the correct calendar year in the appropriate space.

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This Page is for Information Purposes Only

Buyer to Initial Each
Page of the Documents
Beyond this Page and
Sign Where Indicated

Please make sure all pages of the following have been initialed and signed where indicated then submitted with the offer package to BGRS.



SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc., 2019

Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 3130 Mossy Elm Ct
Houston, TX 77059-3226

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)
This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring			
Carbon Monoxide Det.			
Ceiling Fans			
Cooktop			
Dishwasher			
Disposal			
Emergency Escape Ladder(s)			
Exhaust Fans			
Fences			
Fire Detection Equip.			
French Drain			
Gas Fixtures			
Natural Gas Lines			

Item	Y	N	U
Liquid Propane Gas:			
-LP Community (Captive)			
-LP on Property			
Hot Tub			
Intercom System			
Microwave			
Outdoor Grill			
Patio/Decking			
Plumbing System			
Pool			
Pool Equipment			
Pool Maint. Accessories			
Pool Heater			

Item	Y	N	U
Pump: sump grinder			
Rain Gutters			
Range/Stove			
Roof/Attic Vents			
Sauna			
Smoke Detector			
Smoke Detector - Hearing Impaired			
Spa			
Trash Compactor			
TV Antenna			
Washer/Dryer Hookup			
Window Screens			
Public Sewer System			

Item	Y	N	U	Additional Information
Central A/C				electric gas number of units:
Evaporative Coolers				number of units:
Wall/Window AC Units				number of units:
Attic Fan(s)				if yes, describe:
Central Heat				electric gas number of units:
Other Heat				if yes, describe:
Oven				number of ovens: electric gas other:
Fireplace & Chimney				wood gas logs mock other:
Carport				attached not attached
Garage				attached not attached
Garage Door Openers				number of units: number of remotes:
Satellite Dish & Controls				owned leased from:
Security System				owned leased from:
Solar Panels				owned leased from:
Water Heater				electric gas other: number of units:
Water Softener				owned leased from:
Other Leased Items(s)				if yes, describe:

(TXR-1406) 09-01-19

Initialed by, Buyer: _____ and Seller: _____

SIGN HERE *MC BORS, LLC*

Page 1 of 6

HHHS Tiffany Curry & Co., REALTORS®, 1455 West Loop South, Suite 510 Houston TX 77027
Tiffany Curry

Producee With Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge Ontario, Canada N1T 1J5 www.lwvllf.com

Phone: 7132084862

Fax: 8326492967

3130 Mossy Elm Ct

Seller is a relocation company that has never Occupied the property and provides the former Occupying owner's Disclosure Summary for Disclosure purposes only. Seller makes no Representations or warranties regarding the Accuracy of the information provided.

3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____

Underground Lawn Sprinkler				automatic	manual	areas covered:
Septic / On-Site Sewer Facility				if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: __ city __ well __ MUD __ co-op __ unknown __ other: _____

Was the Property built before 1978? __ yes __ no __ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? __ yes __ no __ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? __ yes __ no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		
Ceilings		
Doors		
Driveways		
Electrical Systems		
Exterior Walls		

Item	Y	N
Floors		
Foundation / Slab(s)		
Interior Walls		
Lighting Fixtures		
Plumbing Systems		
Roof		

Item	Y	N
Sidewalks		
Walls / Fences		
Windows		
Other Structural Components		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		
Asbestos Components		
Diseased Trees: oak wilt		
Endangered Species/Habitat on Property		
Fault Lines		
Hazardous or Toxic Waste		
Improper Drainage		
Intermittent or Weather Springs		
Landfill		
Lead-Based Paint or Lead-Based Pt. Hazards		
Encroachments onto the Property		
Improvements encroaching on others' property		
Located in Historic District		
Historic Property Designation		
Previous Foundation Repairs		
Previous Roof Repairs		
Previous Other Structural Repairs		
Previous Use of Premises for Manufacture of Methamphetamine		

Condition	Y	N
Radon Gas		
Settling		
Soil Movement		
Subsurface Structure or Pits		
Underground Storage Tanks		
Unplatted Easements		
Unrecorded Easements		
Urea-formaldehyde Insulation		
Water Damage Not Due to a Flood Event		
Wetlands on Property		
Wood Rot		
Active infestation of termites or other wood destroying insects (WDI)		
Previous treatment for termites or WDI		
Previous termite or WDI damage repaired		
Previous Fires		
Termite or WDI damage needing repair		
Single Blockable Main Drain in Pool/Hot Tub/Spa*		

(TXR-1406) 09-01-19

Initialed by: Buyer: _____

and Seller: *MC BOYS, LLC*

Page 2 of 6

Seller is a relocation company that has never Occupied the property and provides the former Occupying owner's Disclosure Summary for Disclosure purposes only. Seller makes no Representations or warranties regarding the Accuracy of the information provided.

3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ___ Present flood insurance coverage (if yes, attach TXR 1414).
- ___ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ___ Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- ___ Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- ___ Located ___ wholly ___ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR) (if yes, attach TXR 1414).
- ___ Located ___ wholly ___ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ___ Located ___ wholly ___ partly in a floodway (if yes, attach TXR 1414).
- ___ Located ___ wholly ___ partly in a flood pool.
- ___ Located ___ wholly ___ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

MC
BOERS, LLC

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3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? yes no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary): _____

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

___ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

___ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____

Manager's name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ and are: mandatory voluntary

Any unpaid fees or assessment for the Property? yes (\$ _____) no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

___ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? yes no If yes, describe: _____

___ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

___ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

___ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

___ Any condition on the Property which materially affects the health or safety of an individual.

___ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

___ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

___ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

___ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

MC
Bates, LLC
www.lwolf.com

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3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____

Section 9. Seller ___ has ___ has not attached a survey of the Property.

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ___ yes ___ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: _____
- Unknown

Section 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ___ yes ___ no

Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ___ yes ___ no If yes, explain: _____

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* ___ unknown ___ no ___ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller: Marie Cerrone Date: 11/30/2021 Signature of Seller: _____ Date: _____

Printed Name: Marie Cerrone, BGRS LLC Printed Name: _____

(TXR-1406) 09-01-19 Initialed by: Buyer: _____ and Seller: MC BGRS, LLC Page 5 of 6

SIGN HERE

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3130 Mossy Elm Ct
Houston, TX 77059-3226

Concerning the Property at _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov/SexOffenderRegistry>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: _____	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice.

	SIGN HERE		SIGN HERE
Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	
(TXR-1406) 09-01-19	Initialed by Buyer: _____	SIGN HERE <i>MC BORS, LLC</i>	and Seller: _____

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-10-2020

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

3130 Mossy Elm Ct

Houston

(Street Address and City)

Northfork Community Association / 281-480-2563

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer does does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Except as provided by Paragraphs A and D, Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$ 350.00 and Seller shall pay any excess.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), Buyer Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

SIGN HERE

Maureen
BORS Relocation, LLC

11/30/2021

Buyer

Seller

SIGN HERE

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. 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 (www.trec.texas.gov) TREC No. 36-9. This form replaces TREC No. 36-8.



Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see NOTE at bottom of page.

1) The real property, described below, that you are about to purchase is located in the Clear Lake City Water Auth District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.26 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$0.26 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued in \$290,290,400.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$189,227,006.00

2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$n/a. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

3) Mark an "X" in one of the following three spaces and then complete as instructed.

- Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).
- Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).
- Notice for Districts that are NOT Located in Whole or in Part within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities.

A) The district is located in whole or in part within the corporate boundaries of the City of _____ The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of Harris. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows: LT 18 BLK 6

NORTHFORK SEC 2

Marie Lemus 11/30/2021
 Signature of Seller BORS Relocation, LLC Date Signature of Seller Date

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

SIGN HERE

SIGN HERE

Signature of Purchaser _____ Date _____ Signature of Purchaser _____ Date _____

NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2020" for the words "this date" and place the correct calendar year in the appropriate space.

Seller is a relocation company that has never occupied the property and provides the former Occupying owner's Disclosure Summary for Disclosure purposes only. Seller makes no Representations or warranties regarding the Accuracy of the information provided.