

## ACCEPTANCE ADDENDUM

Addendum to Purchase Contract dated \_\_\_\_\_ property located at 504 Knox Street, Houston, TX 77007, between \_\_\_\_\_ (Buyer) and NEI Global Relocation Company (Seller). This offer is hereby accepted subject to the following:

- Subject to the completion of the acquisition of the property by NEI Global Relocation Company from Yimeng Zeng and Mingjie Zhao.
- Subject to NEI Global Relocation Company's attached Addenda which are the ruling documents of this Purchase Contract and all attachments and addenda thereto.
- Subject to the terms of the attached, signed Inspection Addendum.
- Subject to the terms of the attached, signed Inspection Disclosure Addendum.
- Subject to the terms of the attached, signed Radon Service Agreement Addendum.
- Subject to the terms of the attached, signed Lead-Based Paint Hazards Addendum.
- Subject to the title commitment and the title policy being ordered from Stewart Title Company.
- Subject to the closing being handled by Stewart Title Guaranty Company/(281) 304-0487.
- Subject to Seller conveying marketable title to the property by limited/special warranty deed or its equivalent.
- Subject to Buyer providing Seller with an acceptable letter of pre-qualification from the Buyer's lender (or, in the event of a cash sale, Buyer to provide written evidence, acceptable to Seller, that all necessary cash is available for closing) within five (5) calendar days of the acceptance of the Purchase Contract. Examples of items that should be included in the pre-qual letter are the Buyer(s) name, property address, purchase price, loan amount, and interest rate.
- Buyer may not change financing terms or lender without the written consent of Seller.
- Subject to Arbitration/Mediation clauses being hereby deleted from the Purchase Contract except for in the state of California.
- Buyer understands that NEI complies with the provisions of the Real Estate Settlement Procedures Act (RESPA) by requiring that all monetary credits, concessions, and allowances be reflected on the Closing Disclosure and will not be given pursuant to monetary side agreements. No monetary credits, concessions and allowances will be modified or adjusted after closing.
- Subject to no tax adjustments being made after closing.
- Buyer will pay Seller a per diem when the closing date is extended beyond the Purchase Contract closing date due to a delay by the Buyer or the Buyer's vendors (e.g., lender, underwriters, title company). The per diem will be 0.05% of the sales price (e.g., \$100,000 X 0.0005 = \$50/day) for each day the closing is extended.
- Possession by Buyer is subject to receipt by Seller/Seller's assigned closing representative of non-rescindable funds.
- All parties agree that a signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature on all documents, legal and otherwise, for the transfer of this property.

Buyer understands that Seller is a relocation management company and has never physically occupied the property; therefore, Buyer should satisfy himself/herself/themselves as to the condition of the property prior to closing. Seller makes no representations or guarantees, expressed or implied, as to the condition of the property.

IN NO EVENT IS POSSESSION TO BE GIVEN PRIOR TO CLOSING AND FUNDING.

Buyer(s) Acceptance

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

NEI Global Relocation Company (Seller)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**INSPECTION ADDENDUM TO PURCHASE CONTRACT**

The undersigned, parties to a Purchase Contract dated \_\_\_\_\_ on the property known as 504 Knox Street, Houston, TX 77007, hereby mutually agree to the following:

The property being sold is not new, and Buyer hereby acknowledges that there has been no representation by the Seller or Seller’s agent regarding the condition of the premises, or of any of the appliances that may be contained therein. Buyer is hereby informed that Seller is unaware of any latent defects in the property, or any component thereof, including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures and appliances, roof, sewers, soil conditions, foundations, structural conditions and pool and related equipment, if applicable, unless otherwise mentioned in this contract or attached addendum. Buyer is also informed that Seller has no knowledge of the level of radon gas present in the Home, or of the presence of corrosive or defective drywall, unless otherwise mentioned in this contract or attached addendum.

Buyer is advised that the presence of certain kinds of mold (including “Toxic Mold”), fungi, mildew, and/or other organisms may adversely affect the property and the health of certain individuals. These conditions are often the result of moisture invasion or water leakage inside the Home. Buyer is advised to have the property inspected for the existence of such conditions or organisms, or the conditions that may lead to their formation, during the Buyer’s physical inspection contingency period set forth herein. The closing of this sale shall constitute Buyer’s acceptance of the condition of the Home, notwithstanding any past, present or future existence of mold in or around the Home, and agreement that Buyer has not, in any way, relied upon any representations of Seller. Buyer understands and agrees that Seller makes no guarantees or warranties, expressed or implied, regarding the past, present or future existence of mold in or around the Home, or regarding the effects of same. Buyer is advised to consult with appropriate experts regarding this topic if he/she/they have any questions or concerns.

Buyer is hereby granted the right to inspect the premises, or to obtain inspection reports of qualified experts at their own expense.

Should such reports reveal a level of radon gas exceeding the current recommended EPA standard or latent defects not discoverable by ordinary inspection, requested repairs, if any, must be submitted in writing to Seller’s agent, not later than ten (10) calendar days after the offer is accepted. Seller shall review such requests and shall advise Buyer of the repairs, if any, that Seller agrees to make, or the costs, if any, to be credited Buyer at closing. If Seller permits Buyer to conduct invasive testing, the Buyer is required to return the property to its current condition.

In lieu of making such repairs, or partial repairs, Seller reserves the right to cancel this Purchase Contract, and upon return of the down payment, neither party shall have any further liability to the other.

If the Buyer has not made an examination of the property and submitted a report of any objections in writing to Seller’s agent within ten (10) calendar days after offer is accepted, Buyer is deemed to have waived the right to so object, and is deemed to have accepted the condition of the property as satisfactory. Seller and Seller’s agent are then relieved of all liability after closing.

Notwithstanding the foregoing, the closing of this sale shall constitute an acknowledgement by the Buyer that the premises and aforesaid systems were acceptable at the time the sale was closed, and Seller and Seller’s agent are relieved of all liability after closing. Closing is to be considered the date all parties have signed the closing documents and the funds for disbursement to the Seller have been deposited with the Closing Agent.

Property will be dewatered prior to closing and plumbing restored to working condition.

\_\_\_\_\_  
Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

NEI Global Relocation Company (Seller)

By: \_\_\_\_\_ Date: \_\_\_\_\_

## INSPECTION DISCLOSURE ADDENDUM

We the undersigned, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ hereby acknowledge receipt of copies of the inspections and/or disclosures listed below, as well as copies of indicated invoices for work completed, which may reflect work completed for all or only a portion of the repairs suggested in said inspections, from NEI Global Relocation Company for the property located at 504 Knox Street, Houston, TX 77007.

We understand that these reports are being supplied for our information and we agree to hold NEI Global Relocation Company harmless and waive any recourse against them for their content. We further agree to secure our own inspections and to satisfy ourselves as to the condition of the property and the extent and nature of any problems.

Inspection Reports	Check if Included	Report Date	Work Invoice from (Included for Work Done, if any)	Work Invoice Date
ERC Relocation Property Assessment				
Moisture Intrusion	X	5/12/2022		
Mold Swab Clearance Test				
Mold Swab Sample				
Pest				
Pool				
Private Sewage System/Septic				
Radon Test				
Roof				
Spa/Hot Tub				
Structural				
Stucco Identification	X	5/12/2022		
Well				
<b>Disclosures</b>				
Homeowner's Property Questionnaire	X			
State Disclosures, if required	X			
Radon Service Agreement	X			

Buyer: \_\_\_\_\_

Dated: \_\_\_\_\_

Buyer: \_\_\_\_\_

Dated: \_\_\_\_\_

## **Moisture Intrusion and Suspected Fungal Growth Inspection Report**

Client: NEI Global Relocation

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GlobeSpec  
370 S Main Place  
Carol Stream, IL 60188  
(800) 231-1301

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**Property:** Mingjie Zhao & Yimeng Zeng  
504 Knox Street  
Houston, TX 77007

**File:** 601-5165

**Inspection Date:** May 10, 2022

**Age of Home:** 10 / Home was vacant at the time of this inspection.

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Per your request a visual inspection was conducted on the above referenced property. The purpose of the inspection was to determine the presence of suspected moisture intrusion and/or suspected fungal growth within the interior visible and accessible areas of the home. No other components of the home were inspected at this time. This report is for the exclusive use of GlobeSpec's Corporate Client.

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**Suspected Moisture:** (At the time of this inspection)

No evidence of moisture was observed on the accessible interior areas of the home.

**Suspected Fungal Growth:** (At the time of this inspection)

No evidence of suspected fungal growth was observed on the accessible interior areas of the home.

Please do not hesitate to call GlobeSpec with any questions.

Inspected by: **Signature on file**

The findings of this evaluation and recommendations herein are based upon the opinion of GlobeSpec and our Field Inspector. Qualified professionals should be contacted to make any repairs. Other probable causes for the needed repairs and additional repair options may be available. The evaluation of the subject property states conditions on the date of this evaluation only. It does not warrant any previous conditions which may have been corrected. It does not warrant the presence or absence of previous or future suspected moisture or suspected fungal growth. This evaluation does not include the determining of % of moisture content in any area observed to have suspected moisture or suspected fungal growth. Moisture conditions observed, if any, are considered conducive conditions to fungal growth. This report was prepared for the exclusive use of a relocation company and the seller's employer. This report is not intended as a substitute for a prospective purchaser of the subject property obtaining their own inspection from an independent inspector of their choice. This report is neither assignable to nor assumable by any third party and should not be relied upon by any party other than the relocation company and/or seller. This report is neither a representation of lender requirements nor is it a representation of the marketability or insurability of this property.

**Buyer(s) Initial Here-**\_\_\_\_\_

# GlobeSpec

15:15PM May 12, 2022

## Photo Attachments



Front



Attic



Attic



Attic

Zeng Moisture Intrusion and Suspected Fungal Growth Photos Buyer(s) Initial \_\_\_\_\_

Initial Here



# GlobeSpec

15:15PM May 12, 2022

## Photo Attachments



Attic



Attic



Attic



Attic

Zeng Moisture Intrusion and Suspected Fungal Growth Photos Buyer(s) Initial

Initial Here

<b>Photo Attachments</b>
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## PHOTOS

These pictures are intended to facilitate the understanding of the defects cited in the Property Assessment Report. They are a sample representation and may not include all of the deficiencies cited in the body of the report.

Buyers Initial Here \_\_\_\_\_







# GlobeSpec

15:47PM May 12, 2022

## Photo Attachments



Address



Front

Cement based hardcoat stucco



Right side

Cement based hardcoat stucco



Cement based hardcoat stucco

Zeng Siding ID Photos Buyer(s) Intitil \_\_\_\_\_



Photo Attachments



Cement based hardcoat stucco



Cement based hardcoat stucco



Right rear

Cement based hardcoat stucco and cementitious textured panel siding

## PHOTOS

These pictures are intended to facilitate the understanding of the defects cited in the Property Assessment Report. They are a sample representation and may not include all of the deficiencies cited in the body of the report.

Zeng Siding ID Photos Buyer(s) Initials

Initial Here

# GlobeSpec

15:47PM May 12, 2022

Photo Attachments

Buyers Initial Here \_\_\_\_\_

Zeng Siding ID Photos Buyer(s) Intitil \_\_\_\_\_

Initial Here

## Homeowner's Property Questionnaire

Homeowner's Name: Mingjie Zhao, Yimeng Zeng  
 Address: 504 Knox St, Houston, TX 77007  
 Year Built: 2012

In connection with my relocation, I make the following disclosures about my home. This statement is a disclosure of the conditions of the property. It is not a warranty of any kind by me. **(Please answer all questions.)**

**\*If you answer "Yes" to any of the questions (except 2E, 2F, 8B, 13A, and 13H), please elaborate in the Comments field or provide copies of all documents as requested below.**

### 1. LOT

- A. Is the property located in a flood plain?  Yes  No  
 If yes, does any condition exist that would prevent a buyer from obtaining flood insurance on the property at standard rates?  Yes  No
- B. Are there any drainage, flooding, or soil shifting problems on your property?  Yes  No
- C. Are there any encroachments or unrecorded easements or rights of way relating to this property?  Yes  No

Comments:

### 2. STRUCTURAL

- A. Are there any additions, modifications, alterations, repairs, or replacements that have been made to the property?  Yes  No  
 If yes,  
 Were permits required?  Yes  No  N/A  
 If yes, were the necessary permits obtained?  Yes  No  
 Was the work completed in compliance with applicable building codes?  Yes  No
- B. Are there any cracks, tilting, or settling of walls or floors?  Yes  No
- C. Has there ever been or is there any flooding, leakage, or dampness/moisture problems with the house?  Yes  No
- D. Does your home have composition siding, e.g., Louisiana Pacific or Masonite?  Yes  No  
 If yes, have you filed any claims or received any settlement regarding the siding?  Yes  No  
 If yes, please provide documentation of settlement and any repairs.
- E. Does your home have a stucco exterior?  Yes  No
- F. Does your home have Adhered Masonry Veneer (AMV)?  Yes  No
- G. Has there ever been a fire in the home?  Yes  No  
 If yes: Date of Occurrence \_\_\_\_\_ Extent of Damage \$ \_\_\_\_\_

Comments:

### 3. ROOF

- A. Are there any leakages or other problems with the roof?  Yes  No

Comments:



## Homeowner's Property Questionnaire (con't)

### 4. ELECTRICAL SYSTEM

- A. Are there any problems with the electrical system?  Yes  No
- B. Have you installed or authorized the installation of any wiring or lighting fixtures since the date of purchase?  Yes  No  N/A
- If yes,
- Were permits required?  Yes  No  N/A
- If yes, were the necessary permits obtained?  Yes  No
- Was the work completed in compliance with applicable building codes?  Yes  No

Comments:

### 5. PLUMBING SYSTEM

- A. Are there any leaks with the plumbing system?  Yes  No
- B. Is polybutylene piping or ABS piping present in your home? (Polybutylene plumbing systems are gray plastic pipes, distinctly different from PVC and CPVC plastic pipes, with gray plastic fittings to connect the pipe.)  Yes  No

Comments:

### 6. HEATING/AIR CONDITIONING SYSTEMS

- A. Are there any problems with the heating/air conditioning systems?  Yes  No

Comments:

### 7. HOT WATER SYSTEM

- A. Are there any problems with the hot water system?  Yes  No

Comments:

### 8. SEWAGE AND WATER SYSTEMS

- A. Are there any problems with the sewage/septic systems? (Date last pumped \_\_\_\_\_)  Yes  No  N/A
- B. If the water system is a well, is the water supply adequate and is the water safe and suitable for drinking?  Yes  No  N/A
- C. Have any repairs been made to the septic or well systems?  Yes  No  N/A
- If yes,
- Were permits required?  Yes  No  N/A
- If yes, were the necessary permits obtained?  Yes  No
- Was the work completed in compliance with applicable building codes?  Yes  No
- D. Are you aware of any current local requirements that the septic/well systems do not meet?  Yes  No  N/A

Comments:

Initial Here



## Homeowner's Property Questionnaire (con't)

### 9. PEST INFESTATION

- A. Is there any infestation or damage from wood destroying pests, organisms or conditions?  Yes  No
- B. Has the property ever been treated for pest infestation?  Yes  No
- C. Is the property under a termite/wood infestation warranty?  Yes  No
- If yes, with whom: \_\_\_\_\_

Comments:

### 10. ENVIRONMENTAL

- A. Has the property been tested for radon gas?  Yes  No  
If yes, did the test results indicate that radon exceeded EPA standards?  Yes  No
- B. Is there any asbestos in the property?  Yes  No
- C. To your knowledge has there ever been any asbestos in the property?  Yes  No
- D. Is there any mold or fungal growth in the property?  Yes  No
- E. To your knowledge has there ever been any mold or fungal growth in the property?  Yes  No
- F. Has there ever been a mold abatement or cleanup performed at the property? If yes, provide documentation.  Yes  No
- G. Are there any underground storage tanks (excluding septic tanks) on the property?  Yes  No  
If yes, are they:  working  abandoned
- H. To your knowledge, have there ever been any underground storage tanks on the property?  Yes  No
- I. Are there any other environmental conditions that exist at or near the property? (i.e.: hazardous waste materials, UFFI)  Yes  No
- J. Were there any additions, remodeling, or any repairs involving drywall made to the property?  Yes  No  
If yes,  
Are you aware or do you have any knowledge of the presence of corrosive or defective drywall in the property?  Yes  No  
Have there been any repairs or damage to appliances, air conditioning units, refrigerator components, or any discolorations of electrical wiring and/or copper pipes in the property?  Yes  No

Comments:

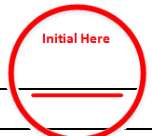
### 11. REPAIRS

- A. Have there been any significant repairs, improvements, or renovations made to any of the items listed in questions one (1) through ten (10) above?  Yes  No
- If yes,  
Were permits required?  Yes  No  N/A  
If yes, were the necessary permits obtained?  Yes  No  
Was the work completed in compliance with applicable building codes?  Yes  No

Comments:

### 12. LEAD-BASED PAINT

- A. Presence of lead-based paint and or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.



### Homeowner's Property Questionnaire (con't)

#### 12. LEAD-BASED PAINT (con't)

B. Records and Reports Available to the Seller (check one):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based-paint hazards in the housing (list documents): \_\_\_\_\_

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### 13. MISCELLANEOUS

- A. To the best of your knowledge can your property be insured at standard/reasonable rates?  Yes  No
- B. Have any legal actions affecting title, zoning, or possible resale been filed or threatened?  Yes  No
- C. Does anyone have an option or a right of first refusal to purchase the property?  Yes  No
- D. Are there any pending, but not yet levied, assessments?  Yes  No
- E. If you have a pool, hot tub or spa, are there any problems with the pool, hot tub or spa, the surrounding area, or related equipment?  Yes  No  N/A
- F. Have you ever made any insurance claims or class action lawsuits against the property? (i.e.: for hail damage, fire, moisture/water, siding, drywall, etc.)  Yes  No
- G. Have you ever collected a settlement from an insurance company or class action lawsuit for damage(s) to your house, but not completed the repairs for which the settlement was paid?  Yes  No
- H. To meet the requirements of "Megan's Law", are you aware of any sex offenders in your neighborhood?  Yes  No
- I. Are there any other facts, conditions, or circumstances that may affect the value, use, or desirability of the property? (E.g., homeowner's association violations, pending zoning changes, electrical poles near lot line, broken thermal pane window seals, windows painted shut, leaking faucets, etc)  Yes  No

Comments:

Please attach copies of all existing reports and/or documents you may have relating to the property (i.e.: building permits, disclosure statements, warranties, environmental correction contracts, inspections, radon test, major repair contracts, etc.).

By signing this document you certify that the above information is true and correct to the best of your knowledge and, except as set forth herein, no material problems exist with respect to the property as of the date of signing. You also authorize the furnishing of this information to any prospective purchaser, listing or selling agent, lender, or other person /entity as deemed necessary by NEI Global Relocation Company.

All parties agree that a signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

DocuSigned by:  
Himeng Zeng  
Seller C81FDDA0FAC94D0...

5/10/2022  
Date

DocuSigned by:  
Mingjie Zhao  
Seller DA40F2EE7FFB474...

5/10/2022  
Date

NEI Global Relocation Company  
Buyer

5/11/2022  
Date

DocuSigned by:  
Staci Dome  
By 207E6BAA2A5B497...

Copy received by:

Signature

Date

Signature

Date





## SELLER'S DISCLOSURE NOTICE

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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 504 KNOX ST  
Houston, TX 77007

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?  
 X 5 years (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.*

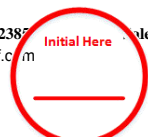
Item	Y	N	U
Cable TV Wiring	x		
Carbon Monoxide Det.			x
Ceiling Fans	x		
Cooktop	x		
Dishwasher	x		
Disposal	x		
Emergency Escape Ladder(s)		x	
Exhaust Fans	x		
Fences		x	
Fire Detection Equip.	x		
French Drain		x	
Gas Fixtures	x		
Natural Gas Lines	x		

Item	Y	N	U
Liquid Propane Gas:		x	
-LP Community (Captive)			
-LP on Property			
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: <u> sump grinder</u>			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			<u> electric gas</u> number of units: <u> 1</u>
Evaporative Coolers		x		number of units: _____
Wall/Window AC Units		x		number of units: _____
Attic Fan(s)		x		if yes, describe: _____
Central Heat	x			<u> electric x gas</u> number of units: <u> 1</u>
Other Heat		x		if yes, describe: _____
Oven	x			number of ovens: <u> 1</u> x electric gas other: _____
Fireplace & Chimney		x		<u> wood gas logs mock</u> other: _____
Carport		x		<u> attached not attached</u>
Garage	x			<u> x attached not attached</u>
Garage Door Openers	x			number of units: _____ number of remotes: _____
Satellite Dish & Controls		x		<u> owned leased from:</u> _____
Security System	x			<u> x owned leased from:</u> _____
Solar Panels		x		<u> owned leased from:</u> _____
Water Heater	x			<u> electric x gas other:</u> _____ number of units: _____
Water Softener		x		<u> owned leased from:</u> _____
Other Leased Items(s)			x	if yes, describe: _____

(TXR-1406) 09-01-19      Initialed by: Buyer: NEI by SD and Seller: ME      Page 1 of 6



**504 KNOX ST  
Houston, TX 77007**

Concerning the Property at \_\_\_\_\_

Underground Lawn Sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____ automatic _____ manual areas covered: _____
Septic / On-Site Sewer Facility	<input type="checkbox"/>	<input checked="" 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: tile Age: 10 years (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 type="checkbox"/>	<input checked="" 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"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input type="checkbox"/>
Diseased Trees: <u>oak wilt</u>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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: NEI by SD and Seller: MZ



504 KNOX ST  
Houston, TX 77007

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

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

(TXR-1406) 09-01-19

Initialed by: Buyer: NEI by SD and Seller: ME



504 KNOX ST  
Houston, TX 77007

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**

X 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.

X 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.

X 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: \_\_\_\_\_

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

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

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

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

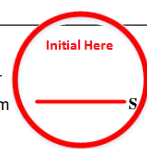
X Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

X 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.

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

X 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): \_\_\_\_\_







504 KNOX ST  
Houston, TX 77007

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.

DocuSigned by:  
*NEI Global Relocation by Staci Dome*

Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: NEI Global Relocation by Staci Dome		Printed Name: _____	

(TXR-1406) 09-01-19

Initialed by: Buyer: NEI by SD, \_\_\_\_\_ and Seller: ME, \_\_\_\_\_





# SELLER'S DISCLOSURE NOTICE

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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 \_\_\_\_\_

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			
-LP Community (aptive)			
-LP on Property			
Hot Tub			
Interlock System			
Micro Grill			
Door 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			

See Exhibit 1

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: <sup>DS</sup> NEI by SD, \_\_\_\_\_

Page 1 of 6



Concerning the Property at \_\_\_\_\_

Underground Lawn Sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<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"/>	<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: \_\_\_\_\_ 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 (Slabs)		
Interior Walls		
Light 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: <input type="checkbox"/> 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*		

See Exhibit 1

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 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.*

See Exhibit 1



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 assessments 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): \_\_\_\_\_

See Exhibit 1





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-mentioned 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 received 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.

DocuSigned by:

*NEI Global Relocation by Staci Dome*

Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: NEI Global Relocation by Staci Dome Printed Name: \_\_\_\_\_

See Exhibit 1

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 the 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 see *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 regulations. 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.

↑ Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_ Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

See Exhibit 1

**Exhibit 1**

Buyer understands that Seller is a relocation management company and has never physically occupied the property; therefore, Buyer should satisfy themselves as to the condition of the property prior to closing. Seller makes no representations or guarantees, expressed or implied, as to the condition of the property. Any property inspections received by NEI Global Relocation Company are attached to and referenced in NEI Global Relocation Company's Inspection Disclosure Addendum.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date



Stewart Title Guaranty Company – Relocation Services  
1360 Post Oak Blvd., Suite 100, MC # 16-2  
Houston, TX 77056

**SRS File No.:** 1691292

Date: May 5, 2022

NEI Global Relocation Company  
2707 North 118th Street  
Omaha, NE 68164

**NEI Case No.** 601-5165  
**Transferee(s)** Yimeng Zeng and Mingjie Zhao  
**Property Address** 504 Knox Street  
Houston, TX 77007  
**County:** Harris

**CLOSING AGENT INFORMATION:**

**Agent ID No.** 2298511  
**Company or Firm** Stewart Title Company  
25250 Northwest Freeway, Suite 140  
Cypress, TX 77429  
**Contact:** Elaine Merithew  
**E-Mail** elaine.merithew@stewart.com  
**Phone** (281) 304-0487  
**Fax** (281) 304-0051  
**File No.** 1691303

**Should you have any questions regarding the information above, please feel free to contact me.**

Thank you,  
Lauren Fore, CRP  
National Relocation Specialist  
Direct: (713) 479-7267  
Fax: (713) 583-9994





May 5, 2022

Property Listing Agent  
c/o Hannah McLean  
NEI GLOBAL RELOCATION  
2707 N. 118th Street  
Omaha, NE 68164

**RE: Radon Protection Plan File ID # 0150\*A\*601\*5165**

504 Knox Street  
Houston, TX 77007

Dear Property Listing Agent:

The HomeBuyer's Preferred (HBP) Radon Protection Plan (the 'plan') is being provided with the sale of the above referenced property by NEI GLOBAL RELOCATION

The Plan is a service agreement, which is issued to the buyer of the property at closing. It provides the buyer, at no cost, radon in air testing and, if necessary, radon mitigation.

The Plan provides buyers with the advantage of more conclusive long-term radon testing and security against potential seller interference. Sellers do not have to deal with pre-sale radon testing and mitigation and, of course, there are no radon related delays.

Following is a brief explanation of each of the enclosures. Your assistance is important to assure proper implementation as well as legal protection for you client. Please make sure the buyer of your listing receives the attached information and signs the Addendum to Sale Contract.

**Upon signing the Addendum to Sale Contract, the buyer (representative of) must immediately return document to HomeBuyer's Preferred, via email or mail in order for buyer to receive the HBP Radon Plan benefit.**

**1. Sample Service Agreement**

The sample service agreement form provides information about the mechanics of the Plan as well as Plan terms and conditions. Please provide this sample agreement to the buyer at the time of contract.

**2. Buyer Acknowledgment and Release Statement**

As indicated, the buyer of the property listed above is provided the Plan at no cost. Although virtually all buyers elect to accept the Plan (Option 1), options are also available for pre-sale radon testing at the buyer's expense (Option 2), as well as for a "no test" option (Option 3).

At contract, the buyer is to review the terms and conditions for each option, indicate the selected option, and sign the statement in the space provided. The original copy of the executed statement should be attached to the real estate contract. A copy of the executed HBP statement is to be immediately sent to HomeBuyer's Preferred by the buyer (or representative of).

Presale Test Option (2): If any buyer should select the pre-sale radon test option (2), the radon test must be conducted by a NRPP, NRSB, AND/OR STATE CERTIFIED radon testing contractor, in order for the test results to be accepted. Verify contractor with HBP prior to authorizing test.

**3. Homeowner's Association Release Statement**

In the event that this property is not a single family detached home, the attached form is given to the buyer. If elevated radon levels are detected, this document must be signed by an HOA representative in order for HBP to proceed with mitigation.



Service Agreement Number

Client Number

File Number

Service Agreement Effective Dates

**Service Agreement Holder**

Name

Property Address

**RADON PROTECTION PLAN  
SERVICE AGREEMENT**

The HomeBuyer's Preferred® Radon Protection Plan is a product of HomeBuyer's Preferred (HBP). HBP is providing to you, the Service Agreement Holder, an alpha track radon testing device and appropriate instructions to conduct a home radon test of the premises at the above stated property address. Should the result of this test indicate an average radon concentration at or above the EPA guideline of 4 pCi/l, HBP will pay for all necessary costs of mitigating the above premises to an average radon concentration below 4pCi/l with such mitigation performed by a NRPP (National Radon Proficiency Program), NRSB (National Radon Safety Board) and/or state listed radon mitigation contractor in accordance with EPA guidelines. Subsequent to the completion of radon mitigation, HBP will provide the Service Agreement Holder an alpha track radon detector to confirm that the radon concentration has been reduced to an average concentration under 4pCi/l. To qualify for mitigation cost payment by HBP, the Service Agreement Holder must deploy the alpha track radon detector provided for the initial radon test for a period of 120 days as indicated in the testing protocol, and return this detector to the laboratory prior to the expiration date of this Agreement. By deploying the radon detector, the Service Agreement Holder accepts the terms and conditions of this Service Agreement. This Service Agreement is applicable only to single family detached homes, unless otherwise agreed to by HBP. The Service Agreement Holder should carefully review how the plan works and terms and conditions of this Service Agreement as indicated on the back of this agreement. Such terms and conditions are an integral part of this agreement.

Acceptance of this Plan indicates the Service Agreement Holder(s) understands that the Surgeon General and the U.S. Environmental Protection Agency have stated that exposure to radon gas may present a potential health hazard. The HomeBuyer's Preferred Radon Protection Plan provides for long-term radon testing and radon mitigation, should radon mitigation be deemed necessary. The Service Agreement Holder(s) failure to return the exposed radon detector by the expiration date of the Agreement will void the Agreement, and should that occur, HBP shall have no further obligation to the Service Agreement Holder resulting from this Service Agreement.

**KEEP THIS AGREEMENT WITH YOUR HOME RECORDS**

HomeBuyer's Preferred





# HOMEBUYER'S PREFERRED RADON PROTECTION PLAN SERVICE AGREEMENT



## How The Plan Works/Terms and Conditions

1. After the closing of the purchase of the home covered by this Service Agreement, HBP will send to the Service Agreement Holder the HomeBuyer's Preferred Radon Protection Plan home radon test kit, which will include one Radtrak2® alpha track radon gas detector, return mailer, Measurement Commission Instructions and Data Sheet.
2. Upon receipt of the home radon test kit, Service Agreement Holder deploys the alpha track radon detector in accordance with provided instructions. Service Agreement Holder is urged, immediately after detector deployment, to login to [www.radonline.com](http://www.radonline.com) using their Commission Number and password and update all detector information including monitoring start date and location. Entering this information will assure HBP that the detector has been deployed and will provide the deployment date which will be used by HBP as a means to send the Service Agreement Holder a reminder to return the detector at the appropriate time.
3. Detector is deployed for a period of 120 days. The alpha track detector will measure the average radon concentration for the deployment period.
4. If the Service Agreement Holder has entered their monitoring period via [www.radonline.com](http://www.radonline.com) as indicated in #2 above, approximately 110 days subsequent to the deployment date, HBP will send a notification to the Service Agreement Holder to retrieve the detector, update their monitoring End Date on [www.radonline.com](http://www.radonline.com), and use the postage paid mailer to return their test to lab for analysis.
5. Upon receipt, the detector will be analyzed and the laboratory will notify Service Agreement Holder in approximately two weeks the result of the 120 day radon measurement.
6. If the test result is under the EPA action level of 4pCi/l (4 picocuries of radon per liter of air), a clearance document will be sent to the Service Agreement Holder and no further action will be required and HBP shall have no further obligation to the Service Agreement Holder.
7. If the test result is equal to or above the EPA action level of 4pCi/l, HBP will advise the Service Agreement Holder that radon mitigation is recommended. HBP will arrange for mitigation with a NRPP, NRSB and/or state listed radon mitigation contractor(s), assure that mitigation has been performed, and pay all standard mitigation costs directly to the radon mitigation contractor.
8. Service Agreement Holder may elect to conduct, at any time prior to the Service Agreement Expiration date, an additional 120 day radon test, utilizing any NRPP, NRSB, and/or state listed long term detector at their expense. If the results of this additional test are at or above the EPA action level of 4pCi/l, HBP will arrange for mitigation with a NRPP, NRSB, and/or state listed radon mitigation contractor(s), assure that mitigation has been performed, and pay all standard mitigation costs directly to the radon mitigation contractor.
9. Subsequent to mitigation, HBP will send to the Service Agreement Holder a Radtrak2® alpha track radon gas detector, which will be deployed in the same location as the initial test detector for a period of 120 days to confirm that the average radon concentration has been reduced to below the EPA action level of 4pCi/l. If the result of the post mitigation radon test is 4pCi/l or higher, HBP will arrange for the mitigation contractor to return and take corrective action. HBP will again provide a Radtrak2® alpha track radon gas detector to the Service Agreement Holder for post mitigation testing to confirm that the radon concentration has been reduced to below 4pCi/l. Post mitigation testing must be started and concluded within one year of the completed mitigation.
10. Service Agreement Holders whose property has required radon mitigation are advised to conduct an annual radon mitigation system maintenance inspection to assure the system is in good working order. The cost of this recommended inspection is not covered under this Service Agreement.
11. HBP does not guarantee future home radon levels will be below 4pCi/l. Radon levels in a home may change for many reasons, including, but not limited to, changes in weather conditions, changes in water table or soil conditions, changes in the structure of the home, or changes in heating and air conditioning system operation. It is therefore recommended that the Service Agreement Holder conduct a long term radon test of at least 120 days annually.
12. HBP GUARANTEES ONLY THE ACCURACY OF THE RADON TEST AND DOES NOT GUARANTEE THE HEALTH SAFENESS OF THE EPA ACTION LEVEL OF 4pCi/l. THIS SERVICE AGREEMENT PROVIDES FOR MITIGATION SERVICES FOR THE MEASURED RADON LEVELS AT OR ABOVE 4pCi/l. HBP WILL NOT BE RESPONSIBLE FOR FUTURE MITIGATION TO LOWER RADON LEVELS SHOULD THE EPA REDUCE THEIR RECOMMENDED RADON ACTION LEVEL. HBP MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE STATED ABOVE.
13. HBP'S LIABILITY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, PRODUCT LIABILITY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID TO HBP FOR THE RADON PROTECTION PLAN IN CONNECTION WITH THE TESTED PREMISES OR TO ANY OTHER PERSON FOR ANY CLAIM OR DAMAGE, INCLUDING PERSONAL INJURY AND DIMINUTION OF PROPERTY VALUE, ARISING, DIRECTLY OR INDIRECTLY, FROM THE FURNISHING OF ITS SERVICES PURSUANT TO THE RADON PROTECTION PLAN. UNDER NO CIRCUMSTANCES SHALL HBP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES.
14. NO PERSON, FIRM OR REPRESENTATIVE, IS AUTHORIZED TO ASSUME ANY OBLIGATION TO MAKE ANY WARRANTY ON BEHALF OF HBP OTHER THAN AS STATED ABOVE.



# ADDENDUM TO SALE CONTRACT BUYER ACKNOWLEDGMENT AND RELEASE STATEMENT

Included with the purchase of this property is the HomeBuyer's Preferred (HBP) Radon Protection Plan, the Plan. This plan allows for a long-term radon test to be provided after close at no charge to the buyer(s) and performed at the property listed below. Included with your radon test will be the executed Service Agreement, a sample copy of which is attached hereto. Once completed, if elevated levels of radon gas are detected, HBP will arrange and pay for subsequent radon mitigation. All necessary mitigation costs will be paid directly to the certified mitigation contractor after completion of the installation. After installation a second long-term radon test will be sent and performed to confirm the radon mitigation system is functioning properly. At that time, if additional steps are required to lower the radon level, paperwork will be provided to the buyer(s) detailing a course of action.

By signing below the buyer(s) are agreeing to the terms of the Plan as detailed in the provided sample Service Agreement. Upon signing this Acknowledgment and Release Statement, please attach the original copy of this executed statement to the real estate contract and send one copy of this statement immediately to HomeBuyer's Preferred.

**A copy of this signed agreement must be sent to HomeBuyer's Preferred in order to receive benefit. Please send by email or mail to:**

HomeBuyer's Preferred, 1 East 22nd St, Suite 200, Lombard, IL 60148  
**Email:** hbp@homebuyerspreferred.com

If the Buyer(s) wish to waive their right to perform a long-term radon test at no cost to them, they may opt to perform a NRPP, NRSB, and/or state\* certified short-term radon test at their expense (Option 2). Additionally, if the Buyer(s) do not wish to act on the property regarding radon in air, they may opt out of the Plan entirely (Option 3). In these cases, please accept and initial on one of the two options below. Buyer(s) indicate their agreement to the terms and conditions of the selected option as indicated on page 2 of this statement.

\_\_\_\_\_ I/We elect to conduct a radon test prior to sale. **Test will be performed by NRPP, NRSB, and/or state\* certified radon**  
Option 2 **testing contractor.** Arrangement and payment for any pre-sale radon test will be the full responsibility of the buyer.  
HomeBuyer's Preferred is responsible for radon mitigation under the terms and conditions indicated on page 2 of this  
statement. Buyer will verify contractor with HomeBuyer's Preferred prior to authorizing test.

\_\_\_\_\_ I/We do not accept the HomeBuyer's Preferred Radon Protection Plan and decline to conduct a radon test prior to closing.  
Option 3

## Buyer Information

Buyer(s) Name: \_\_\_\_\_

Email Address\*: \_\_\_\_\_

\*Email address required for all future correspondence with HBP. Plan information, reminders, and results will all be emailed to this address. HBP will not solicit to or sell email address collected for the purpose of the Radon Protection Plan.

## Property

Street Address: 504 Knox Street

City, State Zip: Houston, TX 77007

## Closing

Scheduled Close Date: \_\_\_\_\_

Occupancy Date (If Different): \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Seller Acknowledgement: \_\_\_\_\_

Date: \_\_\_\_\_

(Relocation Company or Corporate Seller)

# BUYER ACKNOWLEDGMENT AND RELEASE TERMS AND CONDITIONS



## Option 1 BUYER ACCEPTS THE HOMEBUYER'S PREFERRED RADON PROTECTION PLAN

The Buyer understands that radon gas is a naturally occurring radioactive substance present in virtually all homes in varying concentrations; and that according to many governmental agencies, including United States Environmental Protection Agency (U.S. EPA), exposure to indoor radon may be a health hazard, depending upon the concentration and exposure period of individuals.

The Buyer has received, read, understood and accepted the HomeBuyer's Preferred Radon Protection Plan Service Agreement ("Plan"). The Plan is a product of HomeBuyer's Preferred, (HBP), and is provided at no cost to the Buyer as a part of the purchase of the Property. The Plan provides for long-term radon testing and, if necessary, mitigation. The Buyer understands and agrees that HBP will mail the Plan, a test kit and instructions after closing (settlement), and that radon testing and any necessary mitigation will occur after the sale is completed. Buyer has the length of the service agreement (one year) to complete the 120 day, long-term radon test.

The Buyer understands and agrees that HBP is solely responsible to provide the Plan radon testing service, and to arrange and pay for any necessary radon mitigation, as these are explained and defined in the written Service Agreement.

In consideration of receipt of the Plan, and for other consideration, Buyer agrees to the terms and conditions of the Plan and further agrees to hold harmless all parties to this Agreement, including but not limited to Seller and their agents and representatives, except HBP, from any and all claims, actions or expenses arising out of the existence, testing, or remediation of indoor radon in the Property.

## Option 2 BUYER ELECTS TO CONDUCT A RADON TEST PRIOR TO CLOSING

Arrangement and payment for any pre-sale radon test will be the full responsibility of the Buyer.

Radon mitigation coverage will be based upon submission to HBP of a radon gas test report indicating an average radon measurement the result of which is 4pCi/l or greater. The radon test must be conducted by a NRPP (National Radon Proficiency Program), NRSB (National Radon Safety Board), and/or state certified radon testing contractor, utilizing a NRPP, NRSB, and/or state listed radon testing device. NRPP, NRSB, and/or state radon testing protocols must be followed.

\*If state has regulatory certification requirement for radon contractors, testing contractor must possess a current state certification, else NRPP and/or NRSB certification is required in locations where no state radon certification requirement exists.

Based upon a radon test result of 4pCi/l or greater, and the adherence to the above stated terms and conditions, HBP will arrange for mitigation with a professional radon mitigation contractor, assure that mitigation has been performed, and pay all standard mitigation costs directly to the radon mitigation contractor. Radon test reports must be submitted to HBP at least four weeks prior to the close date to assure that mitigation is scheduled prior to closing, else mitigation may be scheduled after close.

Any post mitigation short-term radon test, as with the pre-mitigation test, will be the responsibility of the Buyer. Because of the uncertainty inherent in short-term radon tests, HBP cannot guarantee that the post-mitigation radon level has been reduced to under 4pCi/l, based upon a post-mitigation short-term test. Subsequent to closing, HBP will provide the Buyer with the Plan's long-term alpha track radon test to assure that the post-mitigation radon level has been reduced to under 4pCi/l. If the result of the post-mitigation long-term test is 4pCi/l or higher, HBP will arrange for the mitigation contractor to return and take corrective action. HBP will again provide for post-mitigation testing until it is confirmed that the radon concentration has been reduced to below 4pCi/l.

Buyer understands that he/she/they are responsible for any pre-sale and post mitigation short term radon test and that HBP is responsible for radon mitigation under the terms and conditions described above.

Buyer agrees therefore, to hold harmless all parties to this agreement including but not limited to Seller and their agents and representatives from any and all claims, actions, or expenses arising out of the existence of indoor radon in the Property.

## Option 3 BUYER REJECTS THE PLAN AND DECLINES TO CONDUCT A RADON TEST PRIOR TO SALE

The Buyer understands that radon gas is a naturally occurring radioactive substance present in virtually all homes in varying concentrations; and that according to many governmental agencies, including United States Environmental Protection Agency (U.S. EPA), exposure to indoor radon may be a health hazard, depending upon the concentration and exposure period of individuals.

The Seller has offered to the Buyer, at no cost, the HomeBuyer's Preferred Radon Protection Plan, which provides for long-term testing and, if necessary, radon mitigation after the completed sale as described in Option 1 above. The Seller has offered to the Buyer, radon mitigation coverage under the terms and conditions as described in Option 2 above.

The Buyer rejects these offers from the Seller and agrees to hold harmless all parties to this agreement, including but not limited to Seller and their agents and representatives from any and all claims, actions, or expenses arising out of the existence of indoor radon in the Property.



# Homeowner's Association Release Statement



May 5, 2022

HomeBuyer's Preferred File ID # 0150\*A\*601\*5165

Property Address: 504 Knox Street  
Houston, TX 77007

**In the event the above listed property has a Homeowner's Association (HOA) and elevated radon radon gas in air levels are detected, this form MUST be completed by the HOA in order for HomeBuyer's Preferred to proceed with mitigation for this property.**

## **TO THE HOMEOWNER'S ASSOCIATION ON THE PROPERTY LISTED ABOVE:**

The Board of Directors from (Name of HOA) \_\_\_\_\_ has given authorization to allow the above referenced property to be tested, and if necessary, mitigated for radon gas, which is a naturally occurring radioactive substance present in virtually all homes in varying conditions; and that according to many government agencies, including the United States Environmental Protection Agency (U.S. EPA), exposure to indoor radon may be a health hazard, depending upon the concentration and exposure period of individuals.

Should the radon test results indicate an average concentration at or above the EPA action level of 4pCi/l, HomeBuyer's Preferred will arrange for mitigation of the above-indicated property. The mitigation may involve installing a sub slab depressurization system to be completed by a professional radon mitigation contractor.

Please sign below to indicate that if radon mitigation is necessary, that you, the Homeowner's Association, agree to allow a sub slab depressurization system to be installed in this property.

If you have any questions or concerns, please contact HomeBuyer's Preferred Customer Service.

Please return this form to HomeBuyer's Preferred via email, or mail.  
Email: [hbp@homebuyerspreferred.com](mailto:hbp@homebuyerspreferred.com)

## **ACKNOWLEDGED AND AGREED TO:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Homeowner's Association:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

