11-04-2024

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

_	I REU NO	TICE: Not For Us	e For Condominium Trans	sactions	EQUAL HOUSING OPPORTUNITY
1.	. PARTIES: The parties to this	s contract are	Premium Van Lines Llc		
	(Seller) and Mogul 460	4 Feagan LLC		-	(Buyer).
	(Seller) and Mogul 460 Seller agrees to sell and conv	ey to Buyer and	Buyer agrees to buy fr	rom Seller the Prop	erty définéd
	below.			·	•
2	. PROPERTY: The land, impro	ovements and a	cessories are collectiv	ely referred to as t	he Property
۷.	(Property).	overnents and at	ccessories are conectiv	ely referred to as t	ile Floperty
		ock 1	Bergo	on/Feagan Street	
	A. LAND: Lot 2 Block Addition, City of Texas, known as 4604	Houston	,County of	HARRIS	
	Texas known as 4604	Feagan ST	, County of		77007
	(address/zip code), or as d	lescribed on atta	ched exhibit.		
	B. IMPROVEMENTS: The house	se, garage and	all other fixtures and	improvements atta	ched to the
	above-described real pro				
	installed and built-in	items, if any:	all equipment and a	appliances, valance	es, screens,
	shutters, awnings, wall-to-	-wall carpeting,	mirrors, ceiling fans, at	ttic fans, mail boxe	s, television
	antennas, mounts and bra				
	security and fire detection				
	softener system, kitchen	equipment, gar	age door openers, cle	eaning equipment,	shrubbery,
	landscaping, outdoor coo	oking equipment	t, and all other prop	perty attached to	the above
	described real property.	wing described	rolated accessories if	anu window air	conditioning
	C. ACCESSORIES: The follo units, stove, fireplace screen				
	door keys, mailbox keys,	ahove around	nool swimming nool	w snaues, urapene	naintenance
	accessories, artificial firepl				
	garage doors, (ii) entry ga				
	Seller's transferable rights	s to the (i) sof	tware and application	s used to access	and control
	improvements or accesso	ories, and (ii)	hardware usėd solely	to control impro	vements or
	accessories.	, , ,	,	•	
	D. EXCLUSIONS: The following	ng improvement	s and accessories will	be retained by	Seller and
	must be removed prior to	delivery of posse	ession:		
					·
	E. RESERVATIONS: Any res			rals, water, timbe	r, or other
	interests is made in accord	lance with an att	ached addendum.		
3.	SALES PRICE:				
	A. Cash portion of Sales Price	payable by Buy	er at closing	\$	120,000.00
	The term "Cash portion or	f the Sales Price	e" does not include pr	oceeds from borro	wing of any
	kind or selling other real p	roperty except a	s disclosed in this cont	ract.	
	B. Sum of all financing descri	bed in the attach	ned: 🛛 🏻 Third Party Fi	nancing Addendum	,
	Loan Assumption Adde	endum 🔲 Sell	er Financing Addendun	n \$	480,000.00
	C. Sales Price (Sum of A and	B)		\$	600,000.00
	•	•			
4.	LEASES: Except as disclose				
	Property. After the Effective lease, amend any existing lease.	pate, Seller Illa	y not, without buyer's	written consent, ci	l applicable
	boxes)	ease, or convey	any interest in the P	Toperty. (Check al	і арріісавіе
П	,	ъ .			1.11
ш	A. RESIDENTIAL LEASES: Th				es and the
_	Addendum Regarding Resid				
Ш	lacksquareB. FIXTURE LEASES: Fixture				
	example, solar panels, pr			, system) and the	Addendum
	Regarding Fixture Leases is	s attached to thi	s contract.		
	C. NATURAL RESOURCE LEA	ASES: "Natural	Resource Lease" mea	ans an existing o	il and gas,
	mineral, geothermal, wate	er, wind, or oth	er natural resource le	ease affecting the	Property to
	which Seller is a par			J	. ,
	☐ (1) Seller has delivered to	Buyer a copy of	all the Natural Resource	ce Leases.	

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective

receives all the Natural Resource Leases and the earnest money shall be refunded to

___ days after the date the Buyer

Buyer.

Date. Buyer may terminate the contract within _

Contract Concerning 4604 Feagan ST (Addre	Houston ess of Property)	TX 77007 P	age 2 of 11 11-04-2024
5. EARNEST MONEY AND TERMINATION OF A. DELIVERY OF EARNEST MONEY AND OPTION	TION:	lays after the Ef	fective Date, Buver
must deliver to <u>Capital Title</u> Plano Tx 75093 (address): \$	(Escrow Agent 56,000.00 as) at <u>2400 Dallas</u> earnest money	s Pkwy Suite 140 and \$300.00
as the Option Fee. The earnest money and and may be paid separately or combined	in a single paymen	it.	-
(1) Buyer shall deliver additional earnest r days after the Effective Date of	this contract.		Escrow Agent within
(2) If the last day to deliver the earnest falls on a Saturday, Sunday, or legal hee, or the additional earnest money, that is not a Saturday, Sunday, or legal	noliday, the time to as applicable, is ex	deliver the ea	rnest money, Option
(3) The amount(s) Escrow Agent receive Option Fee, then to the earnest money	s under this para , and then to the a	dditional earnes	st money.
(4) Buyer authorizes Escrow Agent to rele without further notice to or consent fro delivery of the Option Fee to Seller. closing.	om Buyer, and rele	eases Escrow Ag	jent from liability for
B. TERMINATION OPTION: For nominal con- and Buyer's agreement to pay the Option unrestricted right to terminate this cont	Fee within the tin ract by giving not	ne required, Sel tice of terminat	ler grants Buyer the cion to Seller within
7 days after the Effective Date o paragraph must be given by 5:00 p.m. (specified. If Buyer gives notice of termina not be refunded and Escrow Agent shall re	local time where to tion within the time elease any Option	he Property is l ne prescribed: (i Fee remaining v	ocated) by the date) the Option Fee will
Seller; and (ii) any earnest money will be C. FAILURE TO TIMELY DELIVER EARNEST I	MONEY: If Buyer	fails to deliver	
within the time required, Seller may term Paragraph 15, or both, by providing notice D. FAILURE TO TIMELY DELIVER OPTION FEE	to Buyer before B	uyer delivers th	e earnest money.
Buyer fails to deliver the Option Fee vunrestricted right to terminate this contract	vithin the time re ct under this parag	equired, Buyer raph 5.	shall not have the
E. TIME: Time is of the essence for this p performance is required.	aragraph and sti	rict compliance	e with the time for
6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buye	er at 🔲 Seller's 🗷	Buver's expens	e an owner policy of
title insurance (Title Policy) issued by in the amount of the Sales Price, dated at provisions of the Title Policy, subject to the state of the title Policy, subject to the title Policy is such that the title Policy is su	or after closing, in	l Title Isuring Buyer ag	(Title Company) gainst loss under the
and zoning ordinances) and the following (1) Restrictive covenants common to the p	exceptions: platted subdivision	in which the Pro	operty is located.
(2) The standard printed exception for sta(3) Liens created as part of the financing of the financing of the decent of the de	lescribed in Paragr	aph 3.	
Property is located. (5) Reservations or exceptions otherwise	·		
Buyer in writing. (6) The standard printed exception as to n (7) The standard printed exception as t		de haachae et	creams and related
matters. (8) The standard printed exception as to o	,		·
lines, encroachments or protrusions, o (i) will not be amended or deleted from	r overlapping impro the title policy; o	ovements: r	·
(ii) will be amended to read, "shortage (9) The exception or exclusion regardin Insurance.	g minerals appro	ved by the Te	exas Department of
B. COMMITMENT: Within 20 days after the shall furnish to Buyer a commitment for the legible copies of restrictive covenants and (Expension Desuments) other than the standard control of the standard	tle insurance (Con documents eviden	nmitment) and, icing exceptions	at Buyer's expense, in the Commitment
(Exception Documents) other than the st Company to deliver the Commitment an shown in Paragraph 21. If the Commitment	d Exception Docur nent and Exceptio	nents to Buyer n Documents a	at Buyer's address are not delivered to
Buyer within the specified time, the time days or 3 days before the Closing Date, v Documents are not delivered within the the earnest money will be refunded to Buy	for delivery will by thichever is earlier ime required, Buy	ne automatically T. If the Commit	extended up to 15 cment and Exception
initialed for identification by Buyer AB 16	and Seller		TREC NO. 20-18

Contract Concerning 4604 Feagan ST	Houston	TX	77007	Page 3 of 11	11-04-2024
	(Address of Property)				
C. SURVEY: The survey must be made		nal lan	d surv	eyor accepta	ble to the
Title Company and Buyer's lender (1) Within 10 days after the Ef	fective Date of this contrac	t, Sell	er shal	l furnish to E	Buyer and
Title Company Seller's existing					
Affidavit or Declaration promu or T-47.1 Declaration). Buyer	shall obtain a new survey	tment at Sall	or ins	urance (1-47	AMIdavit
days prior to Closing Date if	Seller fails to furnish withir	າ the t	ime pr	rescribed bot	h the: (i)
existing survey; and (ii) affic	lavit or declaration. If the	Title	Compa	any or Buye	r's lender
does not accept the existing s	urvey, or the affidavit or de	clarati	on, Bu	yer shall obt	ain a new
survey at 🗖 Seller's 🗷 Buyer' 🗖 (2) Within days after the E	s expense no later than 3 d Effective Date of this contra	ays pr	ior to (/er ma	Jiosing Date. V obtain a ne	w survey
at Buyer's expense. Buyer is o	deemed to receive the surv	ev on	the da	te of actual	receipt or
the date specified in this parag	graph, whichever is earlier.	If Buy	er fails	s to obtain th	ie survey,
Buyer may not terminate the		n 2B c	of the	Third Party	Financing
Addendum because the survey (3) Within days after the		ct Sa	llar at	Seller's eve	ance chall
furnish a new survey to Buyer		ict, Se	iiei, at	Seller 3 expe	ense snan
D. OBJECTIONS: Buyer may object		eptions	or e	ncumbrances	s to title:
disclosed on the survey other					
Commitment other than items 6A	(1) through (9) above; or				
activity: Short term leasing activity		2 -	I G	D	· · · · · · · · · · · · · · · ·
Buyer must object the earlier of (i Commitment, Exception Documer) the Closing Date or (II) hts_and the survey_Buver'	<u>၁</u> ('s failu	lays ar	ter Buyer red Shiect within	the time
allowed will constitute a waiver	of Buyer's right to object;	exce	pt that	t the require	ements in
Schedule C of the Commitment	are not waived by Buyer. I	Provide	ed Sell	er is not obl	ligated to
incur any expense, Seller shall c within 15 days after Seller receiv	ure any timely objections (of Buy	er or a	any third par	ty lender
extended as necessary. If object	tions are not cured within	the C	Cure Pe	eriod, Buver	may, by
delivering notice to Seller within	5 days after the end of the	he Cui	re Peri	od: (i) term	inate this
contract and the earnest money Buyer does not terminate within	will be refunded to Buyer	; or (ıı) war	ve the objec	tions. If
objections. If the Commitment	or survey is revised or an	nv nev	v Exce	ention Docum	nent(s) is
delivered, Buyer may object to a	ny new matter revealed in t	the rev	∕ised C	Commitment	or survey
or new Exception Document(s)	within the same time st	ated i	in this	paragraph	to make
objections beginning when the delivered to Buyer.	revised Commitment, Surv	ey, o	LXCE	ption Docum	ierit(s) is
E. TITLE NOTICES:					
(1) ABSTRACT OR TITLE POLICY:	Broker advises Buyer to ha	ve an	abstra	ct of title cov	ering the
Property examined by an attor obtain a Title Policy. If a Ti	tle Policy is furnished, the	Comr	nitmen	t should be	promptly
reviewed by an attorney of B	uyer's choice due to the ti	ime lin	nitatior	ns on Buyer'	s right tó
Object.	WNEDS ASSOCIATION(S).	The D	roportu	, ∏ia X lia na	at cubiost
(2) MEMBERSHIP IN PROPERTY O	wneks Association(s): a property owners associati	ine Pi	If the	Property is	subject
to mandatory membership in mandatory membership in a	property owners association	on(s),	Seller	notifies Buy	er under
§5.012, Texas Property Code, identified in Paragraph 2A in	that, as a purchaser of pro	perty	in the	residential co	pmmunity
member of the property owne	rs association(s). Restrictive	cateu, e cove	nants (governing the	e use and
occupancy of the Property a	nd all dedicatory instrume	ents go	overnir	ig the estab	lishment,
maintenance, or operation of the Real Property Records of	the county in which the	nave Proner	been ty is l	or WIII be re ocated Coni	coraea in es of the
restrictive covenánts and ded	icatory instruments may b	e obta	iined fi	rom the cou	nty clerk.
You are obligated to pay a	ssessments to the prope	erty o	wners	association	(s). The
amount of the assessme assessments could result	in enforcement of the	assoc	ciation	's lien on	and the
foreclosure of the Property	<u>.</u>				
Section 207.003, Property Cogoverns the establishment, m	de, entitles an owner to rec vaintenance, or operation o	ceive o	copies hdivisi	of any docur	ment that
fimited to, restrictions, bylay	vs, rules and regulations,	and	a resa	ale certificate	e from a
property owners' association.	A resale certificate conta	nins inf	formati	ion including	, but not
limited to, statements specifyi style and cause number of la	ng the amount and frequen	rty or i	regular ners' a	assessment association is	s and the s a narty
other than lawsuits relating t	o unpaid ad valorem taxe	s of a	n indiv	∕idual memb	er of the
association. These documen	ts must be made available	e to y	ou by	the property	owners'
association or the association these matters, the TREC	promulgated Addend	um f	or Pr	operty Sul	bject to
Mandatory Membership in a	Property Owners Associ	iation	(s) sh	oùld be use	ď.
(3) STATUTORY TAX DISTRICTS:	If the Property is situate	ed in a	a utilit	y or other s	statutorily
created district providing wat Chapter 49, Texas Water Cod	er, sewer, urainage, or 110 e requires Seller to delive	ou co ar and	HLTOL T Buver	to sign the	statutory
notice relating to the tax rate	, bonded indebtedness, or	standb	y fee	of the distric	t prior to
final execution of this contract	•		•		•
Authentision	Authentision				

Initialed for identification by Buyer AB 16 and Seller 0 This form is authorized for use by Humberto Marquez, a subscriber of the Houston Realtors Information Service, Inc. MLS

TREC NO. 20-18
TRANSACTIONS TXR 1601
TransactionDesk Edition

Contract Concerning 4604 Feagan ST TX 77007 Page 4 of 11 Houston 11-04-2024 (Address of Property) (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction contact all municipalities located in the general proximity of the Property for further information. Property for further information.
PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:
Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, containing the required notice shall be attached to this contract.
(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions." (11) CERTIFICATE OF MOLD REMEDIATION: If the Property has been remediated for mold, Seller must provide to Buyer each certificate of mold damage remediation issued under §1958.154, Occupations Code, during the 5 years preceding the sale of the Property. (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract. 7. PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect. B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only) (1) Buyer has received the Notice. (2) Buyer has not received the Notice. Within Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice,

Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer. \square (3) The Seller is not required to furnish the notice under the Texas Property Code. C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the Initialed for identification by Buyer AB _ and Seller |*('ˌ()* TREC NO. 20-18 This form is authorized for use by Humberto Marquez, a subscriber of

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Contract Concerning	4604	Feagan S	Γ	Houston	n TX	77007	_Page 5 of 11	11-04-202
warranties 7D(1) or (1) negotiating contract du (Check one (1) Buyer a	in this 2) does 3 repai 4 repai 6 repai 6 cox o 6 ccepts 6 ccepts	s contract s not pred irs or tre ne Option nly) the Prope s the Prope	(Address). Buyer's agreeme clude Buyer from i atments in a sub Period, if any.	nspecting the sequent and sequent and sequent and sequent are sequent as the sequ	ne Property mendment,	under, or fro	Paragraph om termina	7A, from ting this
(Do not repairs E. LENDER RI party is o destroying treatments the cost of terminate to the complete apermits. The provide surengaged in with copie payment for transferable fails to confer exercise respeller to confer ex	c insert and tro EQUIRE bligate insect insec	general peatments. ED REPAII d to pay is. If the contract we required attract and REPAIRS add repairs and or comments work comments with any agress and wanties with any agress and wanties should be a residential serving reside	chrases, such as "s" RS AND TREATME for lender requires do not a vill terminate and repairs and treatments must reatments or, if reviding such repairs and treatments or, if respect to the repairs and treatments or its and treatments or its and treatments or its and treatments or its and treatments. Buyer is advised about these uld be used. NTRACTS: Buyer relicensed by the Tetal service contract in an antial service contract of a residential various compani	subject to in NTS: Unless red repairs, gree to pa the earnest ments exceed will be refused in the perform to the bear performent of the performent of the closs of that the performent of the closs of the control of the closs of the close of	s otherwise which ince y for the money will be soope of the money will be soope of the will reimbur exceeding exceeding equires a ments of the money	e agreed cludes flender lender	d in writing treatment for required refunded to Be es Price, But writing, Se obtain any who are licely, are completed in the transfer at closing. It is in the present the present the present the present and Regular at closing of and Regular at closing of and Regular at closing of a sin texas the present the present of a sin texas the present of the present closing	, neither for wood epairs or wood epairs or suyer. If ayer may eller shall required ensed to mercially de Buyer work and er of any If Seller yer may ssary for estances, ce of a e of the TREC or et from a lation. If g for the Buyer ions and overage or sales
entity in w or sales agagent's spientering in B. BROKERS' separate w 9. CLOSING: A. The closing after object (Closing Diparty may B. At closing: (1) Seller sellor sel	hich the gent account of the tions of tions of the tions of tions of the tions of tions of the tions of tions of tions of the tions of	e broker of the sale will addedunded the remarkation of the sale will addedunded the remarkation of the sale wing no document of the sale will addedunded the sale will addedundedundedundedundedundedundedunded	or sales agent own rustee or of which child is a benefic sale. Disclose if ap ations of the parti	march ave been cuthe sale by a Paragraph I warranty cons to those delinquent any notice issuance cosecurity into seds unless I not be in contact to the contact in the con	n 10%, or or sales a tify the other of browner of browner of browner of the Closin 15. deed converted taxes on the ble to the less, statement of the Title erests again securing default.	a trust gent or her par okers' for, 20_25 ved, who gents continue the pay	for which the the broker ty in writing the broker ty in writing the constant of the property in the constant of the property with the constant of the property with the constant of the property with the property with the constant of the property with the property w	tained in in 7 days e is later efaulting operty to d furnish ffidavits, asonably which will ny loans

TREC NO. 20-18 TRANSACTIONSTXR 1601

Contract Concerning _4604 Feagan ST 77007 Page 6 of 11 Houston TX 11-04-2024 (Address of Property)

will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: Tupon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
 - (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.
- 11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.)

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay:

 or

 or

 3

 % of the Sales Price (check one box only); and

 (c) an amount not to exceed

 to be applied to other British (c) and (c) an amount not to exceed \$ _ $_{ extstyle }$ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
- 13. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

TRANSACTIONS TXR 1601

Initialed for identification by Buyer | HB and Seller This form is authorized for use by Humberto Marquez, a subscriber of CO

Contract Concerning 4604 Feagan ST Houston TX 77007 Page 7 of 11 11-04-2024 (Address of Property)

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- **15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- **16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- **17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
- **19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

Contract Concerning 4604 Feagan ST	Houston TX 77007 Page 8 of 11 11-04-2024 s of Property)
	e other must be in writing and are effective when y fax or electronic transmission as follows:
Phone:	Phone:
E-mail/Fax: joey@mogul.club	E-mail/Fax:
E-mail/Fax:alex@mogul.club	E-mail/Fax:
With a copy to Buyer's agent at: humberto@gowithsurge.com	With a copy to Seller's agent at:
22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written agr are (Check all applicable boxes):	contains the entire agreement of the parties and reement. Addenda which are a part of this contract
Third Party Financing Addendum	Seller's Temporary Residential Lease
Seller Financing Addendum	☐ Short Sale Addendum
 Addendum for Property Subject to Mandatory Membership in a Property Owners Association 	 Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
Buyer's Temporary Residential Lease	Addendum for Seller's Disclosure of Information on Lead-based Paint and
☐ Loan Assumption Addendum	Lead-based Paint Hazards as Required by Federal Law
Addendum for Sale of Other Property by Buyer	
Addendum for Reservation of Oil, Gas and Other Minerals	Addendum for Property in a Propane Gas System Service Area
and Other Minerals Addendum for "Back-Up" Contract	Addendum Regarding Residential Leases
☐ Addendum for Coastal Area Property	Addendum Regarding Fixture Leases
Addendum for Authorizing Hydrostatic Testing	Addendum containing Notice of Obligation to Pay Improvement District Assessment
Addendum Concerning Right to Terminate Due to Lender's Appraisal	☐ Addendum for Section 1031 Exchange
 Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum 	☐ Other (list):
	IG: TREC rules prohibit real estate brokers and sales ONTRACT CAREFULLY.
Buyer's Attorney is:	Seller's Attorney is:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

ract Concerning 4604 Feagan ST	Houston TX	77007 Page 9 of 11 11-04
	(Address of Property)	
	01/22/25	
EXECUTED theday ofday of	OF FINAL ACCEPTANCE)	Effective Date).
(BROKER: TILL IN THE DATE	OF TIMAL ACCEPTANCE.)	
AuthentissGN*	Authentissov	
	$\left(\Omega \right) \left(1, \Lambda \right)$	01/21/2025
Authentision Alex Blackwood Buyer Alex Blackwood	Chlomi Ohana Seller premium Van L:	
Alex Blackwood	Chlomi Ohana	
Alex Blackwood	Chlomi Ohana Seller premium van L	
Alex Blackwood	Chlomi Ohana Seller premium van L	
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Alex Blackwood	Chlomi Ohana Seller premium van L	
Alex Blackwood Buyeralex Blackwood	Chlomi Ohana Seller premium van L	
Alex Blackwood Buyer alex Blackwood	Chlomi Ohana Seller premium van L	
Alex Blackwood Buyer alex Blackwood	Chlomi Ohana Seller premium van L	



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-18. This form replaces TREC NO. 20-17.

Contract Concerning 4604 Feagan ST Houston TX 77007 Page 10 of 11 11-04-2024 (Address of Property)

		NFORMATION only. Do not sign)	
Surge Investment Realty	9013919	RE/MAX Dallas Suburbs	0502142
Other Broker Firm	License No.	Listing Broker Firm	License No.
represents Buyer only as Buyer's Seller as Listing Broker	-	represents Seller and Buyer as an inte	
Humberto Marquez	0716255	Ofir Bugana	0705517
Associate's Name	License No.	Listing Associate's Name	License No.
Team Name humberto@gowithsurge.com	832-494-1920	Team Name ofirrealtor@gmail.com	929-235-2352
Associate's Email Address	Phone	Listing Associate's Email Address	Phone
Licensed Supervisor of Associate 2020 Westcreek Lane #2013	License No. 281-612-4152	Licensed Supervisor of Listing Associate 3915 Mc Dermott Ste. 100	License No. 972-208-9200
Other Broker's Address	Phone	Listing Broker's Office Address	Phone
Houston TX	77027	Plano TX	
City State	Zip	City Stat	te Zip
		Selling Associate's Name Team Name	License No.
		Selling Associate's Email Address	Phone
		Licensed Supervisor of Selling Associate	License No.
		Selling Associate's Office Address	
		City State	Zip

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\square \$_____ or 3__ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

CO

AB



Contract Concerning	4604	Feagan	ST	Houston	TX	77007	_Page 11 of 11	11-04-2024
				(Address of Property)			_ •	

	OPTION FE	E RECEIPT	
Receipt of \$is acknowledged.	(Option Fee) in the	form of	
Escrow Agent			Date
	EARNEST MO	NEY RECEIPT	
Receipt of \$is acknowledged.		the form of	
Escrow Agent	Received by	Email Address	Date/Time
Address			Phone
City	State	Zip	Fax
Receipt of the Contract is Escrow Agent	-	Email Address	Date
Address	<u>,</u>		Phone
City	State	Zip	Fax
	ADDITIONAL EARNS	EST MONEY RECEIPT	
Receipt of \$is acknowledged.		Noney in the form of	
Escrow Agent	Received by	Email Address	Date/Time
Address		· · · · · · · · · · · · · · · · · · ·	Phone



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

4604	Feagan ST	Houston	ТX	77007
	(Stree	t Address and City)		
pro for red	emptly for all financing described belo	APPLY AND OBTAIN APPROVAL: ow and make every reasonable effort to limited to furnishing all information icable boxes):	o obtain	approval
	(1) A first mortgage loan in the pr financed PMI premium), due in full per annum for the first 30 ye Buyer's Loan Estimate for the loan (2) A second mortgage loan in the	rincipal amount of \$480,000.00 I in30 year(s), with interest not to ear(s) of the loan with Origination Char not to exceed2% of the loan. e principal amount of \$	o exceed rges as s (exclu	7 % hown on ding any
	financed PMI premium), due in fu % per annum for the first shown on Buyer's Loan Estimate fo	ıll in year(s), with intere year(s) of the loan with Origin or the loan not to exceed%	est not to nation Ch of the lo	o exceed larges as an.
		n(s) from the Texas Veterans he total amount of years at nd Board.		
□ C.	FHA INSURED FINANCING: A Section \$ (excluding any than years, with interest no year(s) of the loan with Orig the loan not to exceed % of t	n FHA insured load y financed MIP), amortizable montl of to exceed% per annum ination Charges as shown on Buyer's l the loan.	n of not l nly for for the oan Esti	ess than not less he first mate for
	(excluding any financed Funding Fee) with interest not to exceed%	juaranteed loan of not less than \$), amortizable monthly for not less the per annum for the first year(s Buyer's Loan Estimate for the loan	an) of the l	years, oan with
	(excluding any financed Funding Fee)	JSDA-guaranteed loan of not less that), amortizable monthly for not less that er annum for the first year(s) yer's Loan Estimate for the loan not to	an	years,
	Conversion Mortgage loan) in the orig any financed PMI premium or other of for the first year(s) of the lo	reverse mortgage loan (also known a ginal principal amount of \$ costs), with interest not to exceed an with Origination Charges as shown % of the loan. The reverse mort	(exc % pe on Buye	cluding r annum er's Loan
	lacksquare will not be an FHA insured loan.			
	Origination Charges not to exceed rights to terminate the contract u	type described above from mount of \$ due in annum for the first year(s) % of the loan. Buyer \(\bigcup \) does \(\bigcup \) d nder Paragraph 2B of this addendu	oes not v	waive all
2. AP	described in this paragraph. PROVAL OF FINANCING: Approva- ve been obtained when Buyer Approva- sence for this paragraph and str- quired.	al for the financing described above wal and Property Approval are obtained ict compliance with the time for	vill be de I. Time i perform	emed to s of the lance is

11-04-2024 Page 2 of 2

Third Party Financing Addendum Concerning

Feagan ST

77007

(Address of Property)

A.BUYER APPROVAL (Check one box only):

This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may terminate this contract within $\frac{21}{2}$ days after the Effective Date of the contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates the contract under this provision, this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under Paragraph 2A, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

This contract is not subject to Buyer obtaining Buyer Approval.

B. PROPERTY APPROVAL: If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer may terminate this contract on or before the 3rd day before the Closing Date by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the londer setting forth the reason(s) for londer's determination. a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obťained.

3. SECURITY: If required by Buyer's lender, each note for the financing described above must be secured by vendor's and deed of trust liens.

4. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirement in Paragraph 2B does not apply to this Paragraph 4.

A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

5. AUTHORIZATION TO RELEASE INFORMATION:

A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives

B. Seller and Buyer authorize Buyer's lender, title company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Broker Information.

Alex Blackwood	01/20/2025	Chloni Ohana	01/21/2025
Buyer Alex Blackwood		Seller Premium Van Lines Llc	
		Chlomi Ohana	
Authentisign*			
Joey Gumataotao	01/20/2025		
Buyer Joey Gumataotao		Seller	



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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

(NOTICE: For use only when SELLER occupies the property for no more than 90 days AFTER the closing)

08-08-2022

SELLER'S TEMPORARY RESIDENTIAL LEASE

1.	PARTIES: T						2		
	(Landlord) an	ıd	Premium Va	n Lines Llc					(Tenant).
2.	LEASE: Land and Tenant as	s Seller l	known as <u>4</u>				e Contrac		ndlord as Buyer
			Houston			TX		77007	(address).
3.	TERM: The t funded and to	erm of the erminate	nis Lease con s3/26	mmences oi /2025	n the date , unless te	the sale rminated	covered l l earlier b	by the Contra y reason of o	ect is closed and ther provisions.
4.	and funding)	with the Tenant v	full amount vill not be e	of rental fo entitled to a	or the term a refund o	of the L	ease to b.	e paid at the	e day of closing time of funding es early due to
5.	to secure perfounder this Le	ormance ase. Lan luctions	of this Lease dlord shall r from the de	by Tenant. efund any ι posit within	Landlord m unused poi 30 days	ay use the tion of to after Ter	ie deposit he deposi nant (a) s	to satisfy Ten t to Tenant v surrenders po	as a deposit ant's obligations with an itemized assession of the
6.	UTILITIES: Which Landlor			tility charge	es except _			N/A	
7.	USE OF PR assign this Le					only for	residentia	l purposes. T	Tenant may not
8.	PETS: Tenan	t may no	t keep pets	on the Prop	erty excep	t		N/A	
9.		ement o	f the Lease.	Upon termii	nation, Ter	nant shal	l ['] surrende	er the Propert	state of repair at y to Landlord in ty loss.
0.		nt of the	Landlord. A						vithout the prior luring the Lease
1.	SPECIAL PR	OVISIO	NS:						
2	TNCDECTION	MS: Lan	dlard may a	ntor at roac	anabla tim	oc to inc	act the D	roporty Tons	nt chall provide

14. REPAIRS AND MAINTENANCE: Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

13. LAWS: Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with

Landlord door keys and access codes to allow access to the Property during the term of Lease.

TREC NO. 15-6 **TRANSACTIONS**

respect to the Property.

Seller's Temporary Residential Lease	4604 Feagan	ST	Houston	TX	77007	Page 2 of 2	08-08-202
• •		(Address of Property)					

- 15. INDEMNITY: Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. INSURANCE: Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.
- 17. DEFAULT: If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION: This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- **19. HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$250.00 per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- **20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attornev's fees.
- 21. SMOKE ALARMS: The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES: The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. LANDLORD'S FLOODPLAIN AND FLOOD NOTICE PURSUANT TO §92.0135, TEXAS PROPERTY CODE: Landlord has delivered to Tenant Landlord's Floodplain and Flood Notice (TREC NO. 54-0 or other compliant notice).
- **24. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 25. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord:	Mogul 4604 Feagan LLC	To Tenant: Premi	um Van Lines Llc
Telephone: Facsimile: E-mail:	joey@mogul.club alex@mogul.club	Telephone: Facsimile: E-mail:	
Alex Blackwood		Chlomi Ohana	01/21/2025
Landlord Alex Blad	ckwood	Tenant Premium Van Lines Chlomi Ohana	Llc
Joey Gumataotao Landlord Joey Gum		Tenant	
_			



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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ADDENDUM CONCERNING RIGHT TO TERMINATE **DUE TO LENDER'S APPRAISAL**



Use only if the Third Party Financing Addendum is attached to the contract and the transaction does not involve FHA insured or VA guaranteed financing

CON	CERNING THE PROPERTY AT: 4604 Feagan	ST	Houston
		(Street Address and City)	
aa fii	pancing described in the Third Darty Financin	a Addendum attached to the c	antract for the cale of the
	nancing described in the Third Party Financin	-	
oove	referenced Property does not involve FHA or	VA illiancing. (Check one box o	iniy)
	(1) WAIVER. Buyer waives Buyer's righ	t to terminate the contract ur	ndor Daragraph 2R of the
_	Third Party Financing Addendum if Property		
	the appraisal does not satisfy lender's under		ise the opinion of value in
	Tell I I I I I I I I I I I I I I I I I I		
	If the lender reduces the amount of the loa Price is increased by the amount the loan is		the cash portion of Sales
	rice is increased by the amount the loan is	reduced due to the appraisal.	
	(2) PARTIAL WAIVER. Buyer waives Buy	ver's right to terminate the cor	ntract under Paragraph 2B
	of the Third Party Financing Addendum if:	, c. cg cc cc	acc aac a.ag. ap ==
	(i) Proporty Approval is not obtained be	scauce the eninion of value in th	an appraisal doos
	(i) Property Approval is not obtained be not satisfy lender's underwriting requ		ie appraisar does
	,	•	
	(ii) the opinion of value is \$	or more.	
	If the lender reduces the amount of the loa	n due to the opinion of value.	the cash portion of Sales
	Price is increased by the amount the loan is		and duen person or dured
X	(3) ADDITIONAL RIGHT TO TERMINATE TO TERMINA	TE. In addition to Buyer's	right to terminate under
	Paragraph 2B of the Third Party Financing days after the Effective Date if:	, Addendum, Buyer may term	mate the contract within
	(i) the appraised value, according to t	he appraisal obtained by Buyer	's lender, is less
	than \$600,000.00; and		
	(ii) Buyer delivers a copy of the apprais	al to the Seller.	
	If Ruyer terminates under this paragraph, th	a carnest manay will be refunde	nd to Ruyer
	If Buyer terminates under this paragraph, the	e earnest money will be refund	ed to buyer.
	Authentision	Authentision"	
	Alex Blackwood	Chlomi Ohana	01/21/2025
Buy	eralex Blackwood	Sellerpremium Van Lines I	ilc
		Chlomi Ohana	
,	— Authentision"		
	Joey Gumataotao		
(<u> </u>		
Buy	er Joey Gumataotao	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 license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 49-1.



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	4604 Feagan Street Houston, TX 77007-7309
AS OF THE DATE SIGNED BY	OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR ISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, AGENT.
Seller is _x is not occupying th the Property? Property	e Property. If unoccupied (by Seller), how long since Seller has occupied (approximate date) or inverse occupied the
	s marked below: (Mark Yes (Y), No (N), or Unknown (U).) ems to be conveyed. The contract will determine which items will & will not convey.

Item	Υ	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	×		
Liquid Propane Gas:		×	
-LP Community (Captive)		×	
-LP on Property		X	

Item	Υ	N	כ
Natural Gas Lines	×		
Fuel Gas Piping:			X
-Black Iron Pipe			X
-Copper			×
-Corrugated Stainless Steel Tubing			×
Hot Tub		×	
Intercom System		×	
Microwave	×		
Outdoor Grill		×	
Patio/Decking	×		
Plumbing System	×		
Pool	×		
Pool Equipment	×		
Pool Maint. Accessories		×	
Pool Heater	×		

Item	Υ	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	Υ	N	U	Additional Information
Central A/C	×			electric gas number of units:2
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: 1 electric gas other:
Fireplace & Chimney		×		wood gas logs mockother:
Carport		×		attached not attached
Garage	×			
Garage Door Openers	×			number of units:1 number of remotes:2
Satellite Dish & Controls		X		owned leased from:
Security System		×		Authention wheeled from:

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Initialed by: Buyer: AB

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, 16 and Seller:

Fax:

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4604 Feagan Street 9

	4004 i cagaii oticct
Concerning the Property at	Houston, TX 77007-730

Solar Panels		×		owned	leased fron	າ:				
Water Heater	×			× electric	_ gas oth	er:	nun	nber of units:		
Water Softener		×		owned	leased fron	า:				
Other Leased Items(s)		×		if yes, descri	be:					
Underground Lawn Sprinkler	×			automatio	manual	areas co	vered			
Septic / On-Site Sewer Facility		×		if yes, attach	Information	About Or	-Site Sewer	Facility (TXR-14	107)	
Water supply provided by: X city Was the Property built before 1978? (If yes, complete, sign, and attack Roof Type: Composition Shalls there an overlay roof covering covering)? yes no unknown Are you (Seller) aware of any of) h T) iingle on i the	ves (R-1 the ite	× no 1906 Prop ms	o unknown concerning le Age: _ perty (shingle	s or roof co	aint hazard 2 yea overing pl that are	ds). ars aced over e	ng condition, t	s or ro	oof
Section 2. Are you (Seller) away if you are aware and No (N) if you	re co	f a	ny (defects or n	nalfunctions					(Y)

Item	Υ	N
Basement		×
Ceilings		×
Doors		×
Driveways		×
Electrical Systems		×
Exterior Walls		×

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

Item	Υ	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	Υ	N
Aluminum Wiring		×
Asbestos Components		×
Diseased Trees: oak wilt		X
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		X
Encroachments onto the Property		×
Improvements encroaching on others' property		×
Located in Historic District		×
Historic Property Designation		×
Previous Foundation Repairs	uthentisign	×

Condition	Υ	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		X

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Concernir	ng the Property at	4604 Feagan Street Houston, TX 77007-7309			
Ooriooriii	ig the Freperty at	Tiouston, TX Troot-1000			
	Roof Repairs	Termite or WDI damage needing repair	>		
Previous	Other Structural Repairs	Single Blockable Main Drain in Pool/Hot Tub/Spa*	>		
	Use of Premises for Manufacture nphetamine	×			
If the ans	wer to any of the items in Section 3	is yes, explain (attach additional sheets if necessary):			
*A sin	gle blockable main drain may cause a s	uction entrapment hazard for an individual.			
additional Section 5	sheets if necessary):	y of the following conditions?* (Mark Yes (Y) if you are aware			
×	Present flood insurance coverage	e.			
×	· ·	ilure or breach of a reservoir or a controlled or emergency release	e o		
×	Previous flooding due to a natura	al flood event.			
Previous water penetration into a structure on the Property due to a natural flood.					
Previous flooding due to a natural flood event. Previous water penetration into a structure on the Property due to a natural flood. Locatedwhollypartly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, As AO, AH, VE, or AR). Locatedwhollypartly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)). Locatedwhollypartly in a flood pool. Locatedwhollypartly in a reservoir					
×	Located wholly partly in a	a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).			
×	Located wholly partly in a	a floodway.			
×	Located wholly partly in a	a flood pool.			
×	Located wholly partly in a	a reservoir			

*If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).

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.

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



and Seller:



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4604 Feagan Street Houston, TX 77007-7309

Concerning the Property at

"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.

provider,	. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance including the National Flood Insurance Program (NFIP)?* yes no If yes, explain (attach sheets as necessary):
Even v	es in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate nd low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the tire(s).
Administ	T. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business ration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional necessary):
	. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) 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: 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.
<u>×</u>	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.
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.)
×	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.
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Fax:

4604 Feagan Street Houston, TX 77007-7309

Concernin	ng the Property at	Housto	n, TX 77007-7309	
	The Property is located retailer.	l in a propane gas system serv	vice area owned by a propane	distribution system
×	Any portion of the Pr district.	operty that is located in a gr	roundwater conservation district	t or a subsidence
If the answ	ver to any of the items in S	ection 8 is yes, explain (attach ac	dditional sheets if necessary):	
persons	who regularly provide	inspections and who are	eceived any written inspecti either licensed as inspecto attach copies and complete the fol	ors or otherwise
Inspection	n Date Type	Name of Inspector		No. of Pages
Section 1 Ho Wil Oth	A buyer sho O. Check any tax exempto mestead Idlife Management her:	ould obtain inspections from inspection(s) which you (Seller) currer Senior Citizen Agricultural	ntly claim for the Property: Disabled Disabled Veteran Unknown	
	1. Have you (Seller) evinsurance provider? y		e, other than flood damage,	, to the Property
example,	an insurance claim or		a claim for damage to t legal proceeding) and not us f yes, explain:	
detector	requirements of Chapte	er 766 of the Health and Sa	ors installed in accordance fety Code?* unknown	noyes. If no
insta inclu	alled in accordance with the luding performance, location, a	requirements of the building code in	o-family dwellings to have working sn effect in the area in which the dwel do not know the building code require ing official for more information.	lling is located,
A bu	uyer may require a seller to in:	stall smoke detectors for the hearing i	impaired if: (1) the buver or a membe	r of the buyer's

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.

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Initialed by: Buyer:



and Seller:



Fax:

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Concerning the Property at	4604 Feagan Street Houston, TX 77007-7309
Seller acknowledges that the statements in this notice	are true to the best of Seller's belief and that no person, Seller to provide inaccurate information or to omit any
Authentision O1/09/2024	
Signature of Seller Date Premium Van Lines Llc	Signature of Seller Date
Printed Name: c/o Chlomi Ohana	Printed Name:
ADDITIONAL NOTICES TO BUYER:	
determine if registered sex offenders are located	s a database that the public may search, at no cost, to in certain zip code areas. To search the database, visit concerning past criminal activity in certain areas or
feet of the mean high tide bordering the Gulf of M Act or the Dune Protection Act (Chapter 61 or 63 construction certificate or dune protection permit n	seaward of the Gulf Intracoastal Waterway or within 1,000 Mexico, the Property may be subject to the Open Beaches B, Natural Resources Code, respectively) and a beachfront may be required for repairs or improvements. Contact the er construction adjacent to public beaches for more
Commissioner of the Texas Department of Ir requirements to obtain or continue windstorm a required for repairs or improvements to the Pr	of this state designated as a catastrophe area by the nsurance, the Property may be subject to additional and hail insurance. A certificate of compliance may be operty. For more information, please review <i>Information Certain Properties</i> (TXR 2518) and contact the Texas rance Association.
compatible use zones or other operations. Information available in the most recent Air Installation Compa	lation and may be affected by high noise or air installation ation relating to high noise and compatible use zones is atible Use Zone Study or Joint Land Use Study prepared the Internet website of the military installation and of the ation is located.
(5) If you are basing your offers on square footage items independently measured to verify any reported in	e, measurements, or boundaries, you should have those formation.
(6) The following providers currently provide service to the	Property:
Electric: TXU Energy	phone #:
Sewer: City of Houston	phone #:
Water: City of Houston	phone #:
Cable:	phone #:
Trash: City of Houston	phone #:
Natural Gas: Central Point	phone #:
Phone Company:	
Propane:	phone #:

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Internet:

Initialed by: Buyer: AB





and Seller:



phone #:

Fax:

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4604 F	eag	an Street
Houston,	TX	77007-7309

	4004 Feagan Street
Concerning the Property at	Houston, TX 77007-7309

(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.

Alex Blackwood 01/20/25		Joey Gumataotao	01/20/25
Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: Alex Blackwood		Joey Gumataotao Printed Name:	

(TXR-1406) 07-10-23

Initialed by: Buyer: AB



and Seller:



Fax: