11-29-2010



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. PA	RTIES: The parties	to this contract are		(Se	eller)
and	d			(Se(Suyer). Seller agrees to sell	land
CO	rvey to Buyer and Bu	yer agrees to buy	rom Seller the	Property defined below.	
2. PR	OPERTY:				
Α.	LAND: Lot		Block	, County of	
	Addition, City of			, County of	
		, Texas, known a	S	-d-)	ibit
В.	above-described reinstalled and buishutters, awnings, television antennas televisions and speequipment, wiring, pequipment, garage	al property, inclu It-in items, if an wall-to-wall carpe and satellite dis akers, heating are lighting and lighting and all other property.	ding without ny: all equipm eting, mirrors, n system and nd air-condition ng fixtures, cha leaning equipi	ode), or as described on attached exteures and improvements attached to limitation, the following permane nent and appliances, valances, screet, ceiling fans, attic fans, mail be equipment, mounts and brackets oning units, security and fire determined and eliers, water softener system, kit ment, shrubbery, landscaping, out by Seller and attached to the a	ently eens, exes, for ction chen
D.	ACCESSORIES: The units, stove, fireplaced door keys, mailbox accessories, artificia doors, (iii) entry gate EXCLUSIONS: The femust be removed principles.	e following describe screens, curtains keys, above groud fireplace logs, and (iv) other including improvement of the delivery of positions.	s and rods, blind pool, swim and controls for mprovements a ents and accessossession:	ssories will be retained by Seller	rods, ance irage
The	land, improvements	and accessories a	e collectively r	referred to as the "Property".	
	LES PRICE:				
D	Sum of all financing	described below (e	ycluding any lo	g\$s pan funding \$\$	
4. FII	ANCING: The portolicable boxes below) A. THIRD PARTY FINA \$ (1) Property Approv for the loan(s) repairs), Buyer the earnest mon (2) Credit Approval:	ion of Sales Price NCING: One or (excluding any loal: If the Property (including, but nownay terminate this ey will be refunded (Check one box or ract is subject to E Third Party Financi ract is not subject HA or VA financing assumption of the the attached TREC NG: A promissory r's and deed of te attached TREC Se	more third parent funding feet does not satisful to appropriate to Buyer. The buyer being appropriate to Buyer being appropriate to Buyer being appropriate to Buyer being appropriate from B	in cash will be paid as follows: (Conty mortgage loans in the total amous or mortgage insurance premium). If you have lenders' underwriting requirem opraisal, insurability and lender requiring notice to Seller prior to closing proved for the financing described in for Credit Approval. In approved for financing and does to the promise of the prior to closing approved for financing and does to the provided in th	nt of ents uired and the not sory
\$ at _ dep	RNEST MONEY: as ea	Upon execution rnest money withst money of \$	of this contra	act by all parties, Buyer shall depo , as escrow age (address). Buyer sh with escrow agent within da	osit nt, iall iys
lalad 6a	or identification by Ru	1.200.00	and Caller	TREC NO	20.0

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after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.	
6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at □ Seller's □ Buyer's expense an owner policy of title insurance (Title Policy) issued by	
(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is located. (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 4. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.	
 (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights. 	
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.	
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".	
B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.	
C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)	
□(1) Within days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3	
days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at □Seller's □Buyer's expense no later than 3 days prior to Closing Date. ▶	
(2) Within days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.	
□(3) Within days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer. D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity:	
Buyer must object the earlier of (i) the Closing Date or (ii) days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections. E. TITLE NOTICES:	
(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly	

	reviewed by an attorney of Buyer's choice due to the time limitations on	Buyer's right to
	object. (2) PROPERTY OWNERS ASSOCIATION(S), MANDATORY MEMBERSHIP: The subject to mandatory membership in a property owners associately property is subject to mandatory membership in a property owners associately notifies Buyer under §5.012, Texas Property Code, that, as a purchase	lation(s). If the liation(s), Seller
	in the residential community identified in Paragraph 2A in which the Proyou are obligated to be a member of the property owners association covenants governing the use and occupancy of the Property and a dedicate	perty is located, n(s). Restrictive tory instrument
	governing the establishment, maintenance, and operation of this reside have been or will be recorded in the Real Property Records of the counterproperty is located. Copies of the restrictive covenants and dedicatory instructional obtained from the county clerk. You are obligated to pay assessments	try in which the trument may be to the property
	owners association(s). The amount of the assessments is subject to chan to pay the assessments could result in a lien on and the foreclosure of Buyer is concerned about these matters, the TREC promulgated Property Subject to Mandatory Membership in a Property Owner	the Property. If Addendum for
	should be used for each association.	
	(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or created district providing water, sewer, drainage, or flood control facilities. Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to signotice relating to the tax rate, bonded indebtedness, or standby fee of the	es and services, gn the statutory
	final execution of this contract. (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the Texas Natural Resources Code, requires a notice regarding coastal area included in the contract. An addendum containing the notice promulga required by the parties must be used.	property to be
	(5) ANNEXATION: If the Property is located outside the limits of a municipality Buyer under §5.011, Texas Property Code, that the Property may not included in the extraterritorial jurisdiction of a municipality and may resubject to annexation by the municipality. Each municipality maintains a notice its boundaries and extraterritorial jurisdiction. To determine if the Property within a municipality's extraterritorial jurisdiction or is likely to be a municipality's extraterritorial jurisdiction, contact all municipalities located	ow or later be now or later be nap that depicts perty is located exacted within a
	proximity of the Property for further information. (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UT PROVIDER: Notice required by §13.257, Water Code: The real proper Paragraph 2, that you are about to purchase may be located in a certific sewer service area, which is authorized by law to provide water or sewer properties in the certificated area. If your property is located in a certific may be special costs or charges that you will be required to pay before water or sewer service. There may be a period required to construct facilities necessary to provide water or sewer service to your property. You determine if the property is in a certificated area and contact the utility of the determine the cost that you will be required to pay and the period, required to provide water or sewer service to your property. The und	ty, described in licated water or r service to the ated area there you can receive times or other are advised to service provider if any, that is
	hereby acknowledges receipt of the foregoing notice at or before the binding contract for the purchase of the real property described in Par closing of purchase of the real property.	execution of a agraph 2 or at
	(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improves \$5.014, Property Code, requires Seller to notify Buyer as follows: As a property of real property you are obligated to pay an assessment to a county for an improvement project undertaken by a public improvement Chapter 372, Local Government Code. The assessment may be due periodic installments. More information concerning the amount of the assedue dates of that assessment may be obtained from the municipality or the assessment. The amount of the assessments is subject to change. You the assessments could result in a lien on and the foreclosure of your property.	urchaser of this municipality or t district under annually or in ssment and the county levying ir failure to pay
7. 1	PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's to the Property at reasonable times. Buyer may have the Property inspected selected by Buyer and licensed by TREC or otherwise permitted by law to make Seller at Seller's expense shall turn on existing utilities for inspections.	d by inspectors

(Address of Property)

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(Address of Property)
Address of Property
purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.
8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
 9. CLOSING: A. The closing of the sale will be on or before
furnish tax statements or certificates showing no delinquent taxes on the Property. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. Initialed for identification by Buyer and Seller TREC NO. 20-

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 (3) Seller and Buyer shall execute and deliver any notices, statements affidavits, releases, loan documents and other documents reasonably reclosing of the sale and the issuance of the Title Policy. (4) There will be no liens, assessments, or security interests against the Proper not be satisfied out of the sales proceeds unless securing the payment assumed by Buyer and assumed loans will not be in default. (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the leason move-in condition form signed by the tenant, if any, and (ii) transfer security defined under §92.102, Property Code), if any, to Buyer. In such an shall deliver to the tenant a signed statement acknowledging that the Buye the security deposit and is responsible for the return of the security specifying the exact dollar amount of the security deposit. 	quired for the erty which will of any loans ase(s) and the curity deposits event, Buyer r has received
10. POSSESSION: Seller shall deliver to Buyer possession of the Property in i required condition, ordinary wear and tear excepted: Qupon closing and fundin to a temporary residential lease form promulgated by TREC or other written lease the parties. Any possession by Buyer prior to closing or by Seller after closing authorized by a written lease will establish a tenancy at sufferance relationship parties. Consult your insurance agent prior to change of ownership and because insurance coverage may be limited or terminated. The absence lease or appropriate insurance coverage may expose the parties to econo	g Daccording se required by g which is not between the d possession of a written
11. SPECIAL PROVISIONS: (Insert only factual statements and business details the sale. TREC rules prohibit licensees from adding factual statements or bus for which a contract addendum, lease or other form has been promulgated mandatory use.)	siness details
following order: Buyer's Expenses which Buyer is prohibited from paying Texas Veterans Land Board or other governmental loan programs, and Buyer's Expenses as allowed by the lender. (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan appadjusted origination charges; credit reports; preparation of loan documents.	pplied in the policy in the policy photos; ding required, and valorem; courier fee; to any loan; HA Mortgage
nitialed for identification by Buyer and Seller	TREC NO. 20-9

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(Address of Property) 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, maintenance fees, assessments, dues and rents 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.
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 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.
A. 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, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, 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. B. Seller automatically waives Seller's right to enforce specific performance if Seller fails to file a petition for specific performance within 45 days after the Closing Date as specified in Paragraph 9 or as extended in a written amendment in escrow agent's possession. Buyer automatically waives Buyer's right to enforce specific performance if Buyer fails to file a petition for specific performance within 45 days after the Closing Date as specified in Paragraph 9 or as extended in a written amendment in escrow agent's possession. The party filing the petition for specific performance must send a copy of the petition to escrow agent af the time the petition is filed.
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. I will will not 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.
 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. 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, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money. 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

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release and deliver same to the escrow a either party may make a written demand to one party makes written demand for the provide a copy of the demand to the other provide a copy of the demand from the other party the earnest money to the party making de incurred on behalf of the party receiving the same to the creditors. If escrow agent corparty hereby releases escrow agent from earnest money. D. DAMAGES: Any party who wrongfully fails escrow agent within 7 days of receipt of liquidated damages in an amount equal to earnest money; (ii) the earnest money; (ii) suit. E. NOTICES: Escrow agent's notices will be earnest.	gent. If either party fails to execute the release, to the escrow agent for the earnest money. If only the earnest money, escrow agent shall promptly the party. If escrow agent does not receive written party within 15 days, escrow agent may disburse amond reduced by the amount of unpaid expenses the earnest money and escrow agent may pay the implies with the provisions of this paragraph, each all adverse claims related to the disbursal of the sor refuses to sign a release acceptable to the the request will be liable to the other party for the sum of: (i) three times the amount of the i) reasonable attorney's fees; and (iv) all costs of effective when sent in compliance with Paragraph will be deemed effective upon receipt by escrow
19. REPRESENTATIONS: All covenants, representation of Seller in this be in default. Unless expressly prohibited by the Property and receive, negotiate and accept	contract is untrue on the Closing Date, Seller will written agreement, Seller may continue to show
shall withhold from the sales proceeds an am and deliver the same to the Internal Reven Internal Revenue Service regulations require specified amounts is received in the transaction. 21. NOTICES: All notices from one party to the	er that Seller is not a "foreign person," then Buyer nount sufficient to comply with applicable tax law ue Service together with appropriate tax forms, e filing written reports if currency in excess of on.
To Buyer at:	To Seller at:
To buyer at:	To belief att
Telephone: ()	Telephone: ()
Facsimile: ()	Facsimile: ()
E-mail:	E-mail:

Contract Co	Concerning(Address of Pr	·operts	Page 8 of 9 <u>11-29-2010</u>		
22 ACE	(Address of Pr REEMENT OF PARTIES: This contract cor				
cann aré (not be changed except by their written agreer (Check all applicable boxes):	nent.	. Addenda which are a part of this contract		
	Third Party Financing Addendum for Credit Approval		Addendum for "Back-Up" Contract		
. 0	Seller Financing Addendum		Addendum for Coastal Area Property		
	Addendum for Property Subject to Mandatory Membership in a Property Owners Association		Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum		
	Buyer's Temporary Residential Lease		Seller's Temporary Residential Lease		
	Loan Assumption Addendum		Short Sale Addendum		
	Addendum for Sale of Other Property by Buyer		Addendum for Property Located Seaward of the Gulf Intracoastal Waterway		
□	Addendum for Reservation of Oil, Gas and Other Minerals		Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law		
Ġ	Other (list):	***************************************			
by S the continuithis pay continuithis sale: the s 24.CON REAI attor	MINATION OPTION: For nominal consideral Seller, and Buyer's agreement to pay Seller \$\frac{1}{2} effective date of this contract, Seller grants tract by giving notice of termination to Seller contract (Option Period). If no dollar amount the Option Fee to Seller within the time prestract and Buyer shall not have the unrestricted of termination within the time prescribed, earnest money will be refunded to Buyer. The Price at closing. Time is of the essence for time for performance is required. **NSULT AN ATTORNEY: TREC rules prohibuted in the properties of the prohibuted in the pro	with t is secrible of right the open th	(Option Fee) within 2 days after yer the unrestricted right to terminate this in days after the effective date of stated as the Option Fee or if Buyer fails to ed, this paragraph will not be a part of this ht to terminate this contract. If Buyer gives Option Fee will not be refunded; however, otion Fee will will not be credited to the his paragraph and strict compliance with all estate licensees from giving legal advice, restand the effect of this contract, consult an		
Buye Atto	ver's orney is:	Sell Atto	er's orney is:		
Tele	ephone: ()	Tel	ephone: ()		
Fac	esimile: ()		esimile: (
E-m	mail:	E-n	nail:		
EX (B	EXECUTED theday of, 20 (EFFECTIVE DATE). (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)				
Buye	er	Seller			
Buye	er S	Seller	· · · · · · · · · · · · · · · · · · ·		

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٨	BROKER	INFORMATION	van een een een een een een een een een e	
Other Broker Firm	License No.	Listing Broker Firm		License No.
represents Buyer only as Buyer's ago		represents Seller and Buyer Seller only as Sel		ary
Licensed Supervisor of Associate	Telephone	Licensed Supervisor of Associate		Telephone
Associate	Telephone	Listing Associate		Telephone
Other Broker's Address	Facsimile	Listing Broker's Office Address		Facsimile
City State	Zip	City	State	Zip
Associate Email Address		Listing Associate's Email Address		
		Selling Associate		Telephone
		Selling Associate's Office Address		Facsimile
		City	State	Zip
		Selling Associate's Email Address		
Listing Broker has agreed to pay Other fee is received. Escrow agent is author	Broker_ ized and direc	of the total sales price w ted to pay other Broker from Listing	then the Listing Broker's fee a	g Broker's at closing.
	OPTION	FEE RECEIPT		
Receipt of \$(Opt	ion Fee) in the	e form of	is acknowl	edged.
Seller or Listing Broker		Date	***************************************	-
CONTRACT AND EARNEST MONEY RECEIPT				
Receipt of Contract and C\$is acknowledged. Escrow Agent:				
Ву:		Email Address	**************************************	
Address		Telephone () *************************************	
. City S	tate	Facsimile: ()	***************************************

11-29-2010



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING, ADDENDUM FOR CREDIT APPROVAL

TO CONTRACT CONCERNING THE PROPERTY AT

(Street Address and City)
Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain credit approval for the financing (Credit Approval). Buyer shall furnish all information and documents required by lender for Credit Approval. Credit Approval will be deemed to have been obtained when (1) the terms of the loan(s) described below are available and (2) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history. If Buyer cannot obtain Credit Approval, Buyer may give written notice to Seller within days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to Credit Approval. Time is of the essence for this paragraph and strict compliance with the time for performance is required.
NOTE: <u>Credit</u> Approval does not include approval of lender's underwriting requirements for the Property, as specified in Paragraph 4.A.(1) of the contract.
Each note must be secured by vendor's and deed of trust liens.
CHECK APPLICABLE BOXES:
□ A. CONVENTIONAL FINANCING: □ (1) A first mortgage loan in the principal amount of \$ (excluding any financed PMI premium), due in full in (year(s), with interest not to exceed % per annum for the first (year(s)) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed % of the loan. □ (2) A second mortgage loan in the principal amount of \$ (excluding any financed PMI premium), due in full in (year(s), with interest not to exceed % per annum for the first (year(s)) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed % of the loan. □ B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ for a period in the total amount of years at the interest rate established by the Texas Veterans Land-Board. □ C. FHA INSURED FINANCING: A Section FHA insured loan of not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed % of the loan. As required by HUD-FHA, if FHA valuation is unknown, "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 unless the purchaser (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 \$ The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the

Party Financing Condition Addendum Concerning	Page 2 of 2 11-29-2010
(Address c	of Property)
maximum mortgage the Department of Ho	appraised valuation is arrived at to determine the ousing and Urban Development will insure. HUE on of the Property. The purchaser (Buyer) should be condition of the Property are acceptable."
with interest not to exceed% per	nteed loan of not less than \$
this contract, the Buyer shall not incur a otherwise or be obligated to complete the p contract purchase price or cost exceeds the the Department of Veterans Affairs. The Bu	eed that, notwithstanding any other provisions of any penalty by forfeiture of earnest money of purchase of the Property described herein, if the e reasonable value of the Property established by uyer shall, however, have the privilege and option his contract without regard to the amount of the ment of Veterans Affairs."
established by VA, Buyer shall pay such exagrees to disclose to the VA and which Bu except as approved by VA. If VA reasonal Price, Seller may reduce the Sales Price to a	at an amount in excess of the reasonable value excess amount in cash from a source which Buyer uyer represents will not be from borrowed funds able value of the Property is less than the Sales an amount equal to the VA reasonable value and Price with proportionate adjustments to the down
r hereby authorizes any lender to furnish mation relating only to the status of Credit	to the Seller or Buyer or their representatives Approval of Buyer.
Buyer	Seller
Buyer	Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544 (http://www.trec.state.tx.us) TREC No. 40-4. This form replaces TREC No. 40-3.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-29-2010

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

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

(Street	Address and City)
(Name of Prop	erty Owners Association)
was 1 32 to	ion Information" means: (i) the restrictions applying to
(Chack only one box)	
deliver the Subdivision Information to Information, Buyer may terminate the money will be refunded to Buyer. If S terminate the contract for any reason Information or prior to closing, whichever	ate of the contract, Seller shall, at Seller's expense, o Buyer. If Buyer does not receive the Subdivision contract at any time prior to closing and the earnest seller delivers the Subdivision Information, Buyer may within 7 days after Buyer receives the Subdivision er first occurs, and the earnest money will be refunded
resale certificate, Seller, at Buyer's ex receiving payment for the updated res contract and the earnest money will be resale certificate within the time required	Subdivision Information before signing the contract. Indeed resale certificate. If Buyer requires an updated opense, shall deliver it to Buyer within 10 days after sale certificate from Buyer. Buyer may terminate this refunded to Buyer if Seller fails to deliver the updated d.
☐ 3. Buyer does not require delivery of the S	ubdivision Information.
If Seller becomes aware of any material changing potice to Buyer	ges in the Subdivision Information, Seller shall promptly
Subdivision Information provided was not due to the subdivision occurs prior to closing, and the e	osing by giving written notice to Seller if: (i) any of the e; or (ii) any material adverse change in the Subdivision arnest money will be refunded to Buyer.
B.FEES: Except as provided by Paragraph C, charges resulting from the transfer of the Pro and Seller shall pay any excess.	Buyer shall nav any and all Association fees or other
C. DEPOSITS FOR RESERVES: Buyer shall p	ay any deposits for reserves required at closing by the
NOTICE TO BUYER REGARDING REPAIRS	BY THE ASSOCIATION: The Association may have the Property. If you are concerned about the condition of is required to repair, you should not sign the contract make the desired repairs.
Buyer	Seller
Buyer	Seller
The form of this addendum has been approved by the Texas Real contracts. Such approval relates to this contract form only. TREC for	I Estate Commission for use only with similarly approved or promulgated forms of orms are intended for use only by trained real estate licensees. No representation is specific transactions. It is not intended for complex transactions. Texas Real Estate 44 (http://www.trec.state.tx.us) TREC No. 36-6. This form replaces TREC No. 36-5.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) NOTICE: Not For Use Where Seller Owns Fee Simple Title To Land Beneath Unit

11-29-2010

RESIDENTIAL CONDOMINIUM CONTRACT (RESALE)

(Se	RTIES: The parties to this contract are(Buye
	ler agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defir
	ow.
2. PR	OPERTY AND CONDOMINIUM DOCUMENTS:
Α.	The Condominium Unit, improvements and accessories described below are collective referred to as the "Property".
	(1) CONDOMINIUM UNIT: Unit, in Building
	of, a condominium project, located
	(address/zip cod
	City of,County of
	City of
	(2) IMPROVEMENTS: All fixtures and improvements attached to the above described reproperty including without limitation, the following permanently installed and builtitems , if any: all equipment and appliances, valances, screens, shutters, awnings, wall-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satell dish system and equipment, mounts and brackets for televisions and speakers, heating a air conditioning units, security and fire detection equipment, wiring, plumbing and lightifixtures, chandeliers, shrubbery, landscaping, outdoor cooking equipment, and all oth property owned by Seller and attached to the above described Condominium Unit.
	 (3) ACCESSORIES: The following described related accessories, if any: window air conditioni units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies a rods, door keys, mailbox keys, above ground pool, swimming pool equipment a maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish syste (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories. (4) EXCLUSIONS: The following improvements and accessories will be retained by Seller a must be removed prior to delivery of possession:
В.	The Declaration, Bylaws and any Rules of the Association are called "Documents". (Check of
	box only): (1) Buyer has received a copy of the Documents, Buyer is advised to read the Documents.
	before signing the contract. Buyer has not received a copy of the Documents. Seller shall deliver the Documents Buyer within days after the effective date of the contract. Buyer may can the contract before the sixth day after Buyer receives the Documents by har delivering or mailing written notice of cancellation to Seller by certified United Statemail, return receipt requested. If Buyer cancels the contract pursuant to t
	paragraph, the contract will terminate and the earnest money will be refunded Buyer.
C.	(3) Buyer has received Seller's affidavit that Seller requested information The Resale Certificate from the condominium owners association (the Association) is called t "Certificate". The Certificate must be in a form promulgated by TREC or required by t parties. The Certificate must have been prepared no more than 3 months before the date it delivered to Buyer and must contain at a minimum the information required by Secti 82.157, Texas Property Code. (Check one box only):
	(1) Buyer has received the Certificate. (2) Buyer has not received the Certificate. Seller shall deliver the Certificate to Buyer has not received the Certificate. Seller shall deliver the Certificate to Buyer has after the effective date of the contract. Buyer may cancel the contract before the sixth day after the date Buyer receives the Certificate by hand-delivering mailing written notice of cancellation to Seller by certified United States mail, return the contract pursuant to this paragraph.
	contract will terminate and the earnest money will be refunded to Buyer. Buyer has received Seller's affidavit that Seller requested information from the Association concerning its financial condition as required by the Texas Property Code and that the Association did not provide a Certificate or information required in the Certificate. Buyer and Seller agree to waive the requirement to furnish the Certificate.
	LES PRICE:
Α.	Cash portion of Sales Price payable by Buyer at closing \$\$ Sum of all financing described below (excluding any loan funding
	The At All transport decompos below toyourding only loop funding

Contract Concerning	Page 2 of 8 11-29-2010 (Address of Property)
fee or mortgage insu C. Sales Price (Sum of A	ance premium) \$ and B)
4. FINANCING: The por applicable boxes below) A. THIRD PARTY FINANCING: (1) Property Approvation for the loan(s), repairs), Buyer the earnest mode (2) Credit Approval U(a) This conattached (b) This coninvolve For the described in the describe	NCING: One or more third party mortgage loans in the total amount of (excluding any loan funding fee or mortgage insurance premium). al: If the Property does not satisfy the lenders' underwriting requirements (including, but not limited to appraisal, insurability and lender required nay terminate this contract by giving notice to Seller prior to closing and ey will be refunded to Buyer. (Check one box only) ract is subject to Buyer being approved for the financing described in the Third Party Financing Addendum for Credit Approval. ract is not subject to Buyer being approved for financing and does not HA or VA financing. assumption of the unpaid principal balance of one or more promissory the attached TREC Loan Assumption Addendum. G: A promissory note from Buyer to Seller of \$, r's and deed of trust liens, and containing the terms and conditions attached TREC Seller Financing Addendum. If an owner policy of title lied, Buyer shall furnish Seller with a mortgagee policy of title insurance.
5. EARNEST MONEY: Upo	n execution of this contract by all parties, Buyer shall deposit \$, as escrow agent,
as required by this cont 6. TITLE POLICY: A. TITLE POLICY: Seller title insurance (Title (Title Company) in against loss under t	ional earnest money of \$ with escrow agent within effective date of this contract. If Buyer fails to deposit the earnest money act, Buyer will be in default. shall furnish to Buyer at \(\bigcirc \text{Seller's} \) \(\bigcirc \text{Buyer's expense an owner policy of } \)
(3) Liens created as (4) Terms and provi (5) Reservations or Buyer in writing. (6) The standard pri (7) The standard p matters. (8) The standard pri	ions of the Documents including the assessments and platted easements. exceptions otherwise permitted by this contract or as may be approved by inted exception as to marital rights. Inted exception as to waters, tidelands, beaches, streams, and related exception as to discrepancies, conflicts, shortages in area or boundary
B. COMMITMENT: With shall furnish to Buye legible copies of Commitment (Excepauthorizes the Title (Buyer's address show delivered to Buyer with to 15 days or the	nts or protrusions, or overlapping improvements. n 20 days after the Title Company receives a copy of this contract, Seller a commitment for title insurance (Commitment) and, at Buyer's expense, restrictive covenants and documents evidencing exceptions in the tion Documents) other than the standard printed exceptions. Seller ompany to deliver the Commitment and Exception Documents to Buyer at in Paragraph 21. If the Commitment and Exception Documents are not thin the specified time, the time for delivery will be automatically extended Closing Date, whichever is earlier.
disclosed in the Comfollowing use or active Buyer must object the Commitment and Exconstitute a waiver of Commitment are not cure the timely object the objections and the within such 15 day put to Buyer unless Buyer University of Title Notices:	e earlier of (i) the Closing Date or (ii) days after Buyer receives the eption Documents. Buyer's failure to object within the time allowed will Buyer's right to object; except that the requirements in Schedule C of the waived. Provided Seller is not obligated to incur any expense, Seller shall clons of Buyer or any third party lender within 15 days after Seller receives e Closing Date will be extended as necessary. If objections are not cured eriod, this contract will terminate and the earnest money will be refunded waives the objections.
reviewed by an object.	by an attorney of Buyer's selection, or Buyer should be furnished with or icy. If a Title Policy is furnished, the Commitment should be promptly ttorney of Buyer's choice due to the time limitations on Buyer's right to
initialed for identification by t	1yei and other

Contract Concerning Page 3 of 8 11-29-20	10
(Address of Property)	ایرانسم
(2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statuted created district providing water, sewer, drainage, or flood control facilities and serving Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statunctice relating to the tax rate, bonded indebtedness, or standby fee of the district prior final execution of this contract.	tory or to
(3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.7 Texas Natural Resources Code, requires a notice regarding coastal area property to included in the contract. An addendum containing the notice promulgated by TREC required by the parties must be used.	o be i
(4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller not Buyer under §5.011, Texas Property Code, that the Property may now or later be include the extraterritorial jurisdiction of a municipality and may now or later be subject annexation by the municipality. Each municipality maintains a map that depicts boundaries and extraterritorial jurisdiction. To determine if the Property is located with municipality's extraterritorial jurisdiction or is likely to be located within a municipal extraterritorial jurisdiction, contact all municipalities located in the general proximity of	t to t its in a ity's
Property for further information. (5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVID Notice required by §13.257, Water Code: The real property, described in Paragraph 2, you are about to purchase may be located in a certificated water or sewer service a which is authorized by law to provide water or sewer service to the properties in certificated area. If your property is located in a certificated area there may be special corcharges that you will be required to pay before you can receive water or sewer service may be a period required to construct lines or other facilities necessary to provider or sewer service to your property. You are advised to determine if the property is certificated area and contact the utility service provider to determine the cost that you be required to pay and the period, if any, that is required to provide water or sewer ser to your property. The undersigned Buyer hereby acknowledges receipt of the foregon notice at or before the execution of a binding contract for the purchase of the real property.	that the the osts vice. vide in a will vice oing
7. PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access 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. Seller's expense shall turn on existing utilities for inspections. B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)	cted
(1) Buyer has received the Notice. (2) Buyer has not received the Notice. Within days after the effective date of 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 earn money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate contract for any reason within 7 days after Buyer receives the Notice or prior to closing, whichever first occurs, and the earnest money will be refunded to Buyer. (3) The Texas Property Code does not require this Seller to furnish the Notice. C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required Federal law for a residential dwelling constructed prior to 1978. D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only) (1) Buyer accepts the Property in its present condition. (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expensions.	this the the
(2) Buyer accepts the Property in its present condition provided Selier, at Selier's expensional shall complete the following specific repairs and treatments: (Do not insert general phrases, such as "subject to inspections" that do not identifications are selected as the selected	
Specific repairs.) NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its precondition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment from terminating this contract during the Option Period, if any. E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neity is obligated to pay for lender required repairs, which includes treatment for well as the party is obligated to pay for lender required repairs.	sent erty t, or ither vood
destroying insects. If the parties do not agree to pay for the lender required repairs treatments, this contract will terminate and the earnest money will be refunded to Buyer. If cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer I terminate this contract and the earnest money will be refunded to Buyer. F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller s complete all agreed repairs and treatments prior to the Closing Date. All required permits m be obtained, and repairs and treatments must be performed by persons who are licensed otherwise authorized by law to provide such repairs or treatments. At Buyer's election, transferable warranties received by Seller with respect to the repairs and treatments will	the may shall nust dor any be
transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs Initialed for identification by Buyer and Seller TREC NO.	

Contract Concerning	f 8 11-29-2010
(Address of Property)	
treatments prior to the Closing Date, Buyer may do so and receive reimbursemen closing. The Closing Date will be extended up to 15 days, if necessary, to complete treatments.	ete repairs and
G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, to including asbestos and wastes or other environmental hazards or the presence of endangered species or its habitat may affect Buyer's intended use of the Prope concerned about these matters, an addendum promulgated by TREC or required should be used.	a threatened or rty. If Buyer is I by the parties
H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service residential service company licensed by TREC. If Buyer purchases a residential service Seller shall reimburse Buyer at closing for the cost of the residential service amount not exceeding \$ Buyer should review any residential for the scope of coverage, exclusions and limitations. The purchase of a residential contract is optional. Similar coverage may be purchased from variouthorized to do business in Texas.	ervice contract, contract in an service contract lential service
8.BROKERS' FEES: All obligations of the parties for payment of brokers' fees are conta written agreements.	ined in separate
9.CLOSING: A. The closing of the sale will be on or before	or within 7 days ver date is later defaulting party
 B. At closing: (1) Seller shall execute and deliver a general warranty deed conveying title to Buyer and showing no additional exceptions to those permitted in Paragrap tax statements or certificates showing no delinquent taxes on the Property. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3) Seller and Buyer shall execute and deliver any notices, statements, certific releases, loan documents and other documents reasonably required for the sales and the insurance of the Title Policy. 	ates, affidavits,
sale and the issuance of the Title Policy. (4) There will be no liens, assessments, or security interests against the Propert be satisfied out of the sales proceeds unless securing the payment of any local Buyer and assumed loans will not be in default. (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease, move-in condition form signed by the tenant, if any, and (ii) transfer security.	ans assumed by lase(s) and the
defined under §92.102, Property Code), if any, to Buyer. In such an even deliver to the tenant a signed statement acknowledging that the Buyer has security deposit and is responsible for the return of the security deposit, and exact dollar amount of the security deposit.	nt, Buyer shall as received the d specifying the
10.POSSESSION: Seller shall deliver to Buyer possession of the Property in its prescondition, ordinary wear and tear excepted: upon closing and funding according residential lease form promulgated by TREC or other written lease required by the possession by Buyer prior to closing or by Seller after closing which is not authorized be will establish a tenancy at sufferance relationship between the parties. Consult your in prior to change of ownership and possession because insurance coverage materminated. The absence of a written lease or appropriate insurance coverage the parties to economic loss.	y a written lease isurance agent v be limited or
11. SPECIAL PROVISIONS: (Insert only factual statements and business details a sale. TREC rules prohibit licensees from adding factual statements or business det contract addendum, lease or other form has been promulgated by TREC for mandat	alls for which a 1
12. SETTLEMENT AND OTHER EXPENSES: A. The following expenses must be paid at or prior to closing: (1)Expenses payable by Seller (Seller's Expenses): (a) Releases of existing liens, including prepayment penalties and recording FHA, or VA completion requirements; tax statements or certificates; deed; one-half of escrow fee; and other expenses payable by Seller under (b) Seller shall also pay an amount not to exceed \$	preparation of the this contract.
Initialed for identification by Buyer and Seller	TREC NO. 30-8

following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other

Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted 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; and other expenses payable by Buyer under this contract.

(3) Except as provided by 12(A)(4) below, Buyer shall pay any and all Association fees or other charges resulting from the transfer of the Property not to exceed \$ and Seller shall pay any excess. Buyer's Expenses as allowed by the lender.

nd Seller shall pay any excess.

(4) Buyer shall pay any deposits for reserves required at closing by the Association.

B. It 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, maintenance fees, regular condominium assessments, dues and rents 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. Cash reserves from regular condominium assessments for deferred maintenance or capital improvements established by the Association will not be credited to Seller Any special condominium assessment due and unpaid at Association will not be credited to Seller. Any special condominium assessment due and unpaid at closing will be the obligation of Seller.
- 14. CASUALTY LOSS: If any part of the Unit which Seller is solely obligated to maintain and repair under the terms of the Declaration is damaged or destroyed by fire or other casualty, Seller shall restore the same 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 and receive credit from Seller at closing in the amount of the deductible under the insurance policy. If any part of the Common Elements or Limited Common Elements appurtenant to the Unit is damaged or destroyed by fire or other casualty loss, Buyer will have 7 days from receipt of notice of such casualty loss within which to notify Seller in writing that the contract will be terminated unless Buyer receives written confirmation from the Association that the damaged condition will be restored to its previous condition within a reasonable time at no cost to Buyer. Unless Buyer gives such notice within such time, Buyer will be deemed to have accepted the Property without confirmation of such restoration. Seller will have 7 days from the date of receipt of Buyer's notice within which to cause to be delivered to Buyer such confirmation. If written confirmation is not delivered to Buyer as required above, Buyer may terminate this contract and the earnest money will be refunded to Buyer. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract. under the terms of the Declaration is damaged or destroyed by fire or other casualty, Seller shall obligations of Seller under this contract.

A. 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, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days survey, it required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, 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.

B. Seller automatically waives Seller's right to enforce specific performance if Seller fails to file a petition for specific performance within 45 days after the Closing Date as specified in Paragraph 9 or as extended in a written amendment in escrow agent's possession. Buyer automatically waives Buyer's right to enforce specific performance if Buyer fails to file a

automatically waives Buyer's right to enforce specific performance if Buyer fails to file a petition for specific performance within 45 days after the Closing Date as specified in Paragraph 9 or as extended in a written amendment in escrow agent's possession. The party

Contract Concerning Page 6 of 8 11-29-2010
(Address of Property)
filing the petition for specific performance must send a copy of the petition to escrow agent at the time the petition is filed.
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 will not 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: 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. 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: (ii) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money. 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 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 liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) reasonable
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 TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit 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.
21. 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 Buyer at: To Seller at:
Telephone: () Telephone: ()
Facsimile: () Facsimile: ()
E-mail:
nitialed for identification by Buyer and Seller TREC NO. 30-

Con	tract Co	ncerning	7.5.11		Page 7 of 8 11-29-2010
		and the second section of the	(Address of Prop		the entire agreement of the narties and
22.	canno	EEMENT OF PARTIES: This be changed except by their w check all applicable boxes):	contract con	nent.	the entire agreement of the parties and Addenda which are a part of this contract
		Third Party Financing Addendum f Approval	or Credit		Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required
		Loan Assumption Addendum			by Federal Law
		Buyer's Temporary Residential			Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
		Seller's Temporary Residential	Lease		Addendam
		Addendum for Sale of Other Pr by Buyer	operty		Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
		Addendum for "Back-Up" Contr	ract		Addendum for Release of Liability on
		Seller Financing Addendum	: '		Assumption of FHA, VA, or Conventional Loan Restoration of Seller's Entitlement
		Addendum for Coastal Area Pro	operty		for VA Guaranteed Loan
		Short Sale Addendum		٨	
		Other (list):			
,	by Seller, and Buyer's agreement to pay Seller \$ (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for perfor mance is required. 24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.				
	Buy Atto	er's orney is:			ller's torney is:
	Tele	ephone: (elephone: ()
	Fac	simile: ()		Fa	acsimile: ()
	E-n	nail:	ANT -	E-	mail:
E (XECU.			NCE.	, 20(EFFECTIVE DATE).
	Buye			Seller	r
	Buye			Seller	,
The rep		his contract has been approved by the Texas Rea on is made as to the legal validity or adequacy of	l Estate Commission.	TREC fo	arms are intended for use only by trained roal actate licenspose. No

Contract Concerning	(Address	s of Property)	age 8 of 8 11-29-2010
	BROKER	INFORMATION	
٨			
Other Broker Firm	License No.	Listing Broker Firm	License No.
represents Buyer only as B		represents Seller and Buyer as Seller only as Seller	
Licensed Supervisor of Associate	Telephone	Licensed Supervisor of Associate	Telephone
Associate	Telephone	Listing Associate	Telephone
Other Broker's Address	Facsimile	Listing Broker's Office Address	Facsimile
City	State Zip	City	State Zip
Associate Email Address		Listing Associate's Email Address	
		Selling Associate	Telephone
		Selling Associate's Office Address	Facsimile
		City	State Zip
Listing Broker has agreed to place is received. Escrow agent	oay Other Broker_ is authorized and direc	Selling Associate's Email Address of the total sales price whated to pay other Broker from Listing	nen the Listing Broker's Broker's fee at closing.
	ORTION	V FEE RECEIPT	
Dunninh of d		e form of	is acknowledged.
Receipt of \$	(Option 1 cc) in th		
Seller or Listing Broker		Date	
		ARNEST MONEY RECEIPT	
Receipt of Contract and Co	-	Earnest Money in the form of	
is acknowledged. Escrow Agent:		Date:	
Ву:		Email Address	
Address		Telephone ()
, actour		Facsimile: ()

State

City

EQUAL HOUSING

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-29-2010

FARM AND RANCH CONTRACT

1 DARTIES: The parties to this contract are
1. PARTIES: The parties to this contract are(Buyer). Seller agrees to
sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. PROPERTY: The land, improvements, accessories and crops are collectively referred to as the "Property".
A. LAND: The land situated in the County of, Texas,
described as follows:
or as described on attached exhibit, also known as
or as described on attached exhibit, also known as
(1) FARM and RANCH IMPROVEMENTS: The following permanently installed and bull-hi items , if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and
(2) RESIDENTIAL IMPROVEMENTS: The house, garage, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items , if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
(1) FARM AND RANCH ACCESSORIES: The following described related accessories: (check boxes of conveyed accessories) \(\Delta\) portable buildings \(\Delta\) hunting blinds \(\Delta\) game feeders \(\Delta\) livestock feeders and troughs \(\Delta\) irrigation equipment \(\Delta\) fuel tanks \(\Delta\) submersible pumps \(\Delta\) pressure tanks \(\Delta\) corrals \(\Delta\) gates \(\Delta\) chutes \(\Delta\) other:
(2) RESIDENTIAL ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garages, (iii) entry gates, and (iv) other improvements and
accessories. D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops
until delivery of possession of the Property. E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession:
F. RESERVATIONS: Any reservation for oil, gas, or other minerals is described on the attached TREC addendum. Seller reserves the following water, timber, or other interests:
3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing\$ B. Sum of all financing described below (excluding any loan funding
fee or mortgage insurance premium)\$
C. Sales Price (Sum of A and B)
4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)
nitialed for identification by Buyer and Seller TREC NO. 2

Contract Concerning
(Address of Property) A.THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of excluding any loan funding fee or mortgage insurance premium). (1) Property Approval: If the Property does not satisfy the lenders' underwriting
requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
(1) Credit Approval: (Check one box only) (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval. (b) This contract is not subject to Buyer being approved for financing and does not
involve FHA or VA financing. B.ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum. C.SELLER FINANCING: A promissory note from Buyer to Seller of \$
secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.
5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$ as earnest money with
as escrow agent, at with escrow (address). Buyer shall deposit additional earnest money of \$ with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.
6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at DSeller's DBuyer's expense an owner policy
of title insurance (Title Policy) issued by: (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) The standard printed exception for standby fees, taxes and assessments.
 (2) Liens created as part of the financing described in Paragraph 4. (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (4) The standard printed exception as to marital rights.
(5)The standard printed exception as to waters, tidelands, beaches, streams, and related
(6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".
B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller
authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.
C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to
Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Saller fails to furnish the existing survey or affidavit within the time
3 days prior to Closing Date. The existing survey \(\subseteq\) will \(\subseteq\) will not be recertified to
Seller. If the existing survey is not approved by the Title Company or Buyer's lender (s), a new survey will be obtained at the expense of Buyer D Seller no later than 3 days prior to Closing Date.
 (2) Within days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. (3) Within days after the effective date of this contract, Seller, at Seller's expense
shall furnish a new survey to Buyer.
D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (6) above; (ii) any portion of the Property

ntract Conce	ing(Address of Property)	Page 3 of 9	11-29-2010
	a a special flood hazard area (Zone V or A) as shown on the currement. Agency map; or (iii) any exceptions which prohibit the fo	rent Federal Em ollowing use or	nergency activity:
ime in So any e 15 d nece and t E. EXCE with	must object the earlier of (i) the Closing Date or (ii) days mmitment, Exception Documents, and the survey. Buyer's failullowed will constitute a waiver of Buyer's right to object; exceptedule C of the Commitment are not waived. Provided Seller is pense, Seller shall cure the timely objections of Buyer or any the safter Seller receives the objections and the Closing Date ary. If objections are not cured within such 15 day period, this are earnest money will be refunded to Buyer unless Buyer waives to TION DOCUMENTS: Prior to the execution of the contract, Sellopies of the Exception Documents listed below or on the attention in the Exception Documents listed below or on the attentions in the Title Policy and will not be a basis for objection to title Document	s not obligated hird party lende will be exte contract will the objections. Her has provide ached exhibit.	to incur er within nded as erminate ed Buyer Matters ermitted
F. SURI copie attac will	CE LEASES: Prior to the execution of the contract, Seller hat of written leases and given notice of oral leases (Leases) and exhibit. The following Leases will be permitted exceptions in be a basis for objection to title:	ns provided Bu listed below of the Title Polic	yer with r on the y and
(1) A v v (2) S (2) S (3) T (3) T	NOTICES: STRACT OR TITLE POLICY: Broker advises Buyer to have an attempt of Property examined by an attorney of Buyer's selection, or Buyer or obtain a Title Policy. If a Title Policy is furnished, the emptly reviewed by an attorney of Buyer's choice due to the time object. ATUTORY TAX DISTRICTS: If the Property is situated in a utilisated district providing water, sewer, drainage, or flood control apter 49, Texas Water Code, requires Seller to deliver and Buyer's relating to the tax rate, bonded indebtedness, or standby feal execution of this contract. DE WATERS: If the Property abuts the tidally influenced waters was Natural Resources Code, requires a notice regarding coasiluded in the contract. An addendum containing the notice property and the contract.	yer should be in Commitment so the limitations of the state, tall area proper	hould be hould be hould be services, statutory t prior to \$33.135, ty to be
r (4) A E ii a t r	puired by the parties must be used. NEXATION: If the Property is located outside the limits of a muyer under §5.011, Texas Property Code, that the Property may the extraterritorial jurisdiction of a municipality and may now nexation by the municipality. Each municipality maintains a undaries and extraterritorial jurisdiction. To determine if the Property sextraterritorial jurisdiction or is likely to be located traterritorial jurisdiction, contact all municipalities located in the Property for further information.	nicipality, Selle now or later be or later be so map that de perty is located within a mun	r notifies included ubject to epicts its I within a icipality's

Contract ConcerningPage 4 of 9Page 4 of 9
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. (6) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property. (7) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
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. Seller at Seller's expense shall turn on existing utilities for inspections. NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.
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 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. (3) The Texas Property Code does not require this Seller to furnish the Notice. 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: (Check one box only) (1) Buyer accepts the Property in its present condition. (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments:
general phrases, such as "subject to inspections," that do not identify specific repairs.) NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any. E. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs.
At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs. F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may
terminate this contract and the earnest money will be refunded to Buyer. G.ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used. H. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following: (1) any flooding of the Property which has had a material adverse effect on the use of the

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Contract Concerning	(Addross of Property)	Page 5 of 9 11-29-2010
Property;	(Address of Property)	
(2) any pending or three	atened litigation, condemnation, or s	
(3) any environmental ha (4) any dumpsite, landfill	zards or conditions materially affecting, or underground tanks or containers	now of previously located on the
(6) any threatened or end I. RESIDENTIAL SERVICE Coresidential service compasseller shall reimburse B amount not exceeding \$_for the scope of coverage contract is optional.	ned by federal or state law or regulation dangered species or their habitat affect ONTRACTS: Buyer may purchase a remaining licensed by TREC. If Buyer purchase uyer at closing for the cost of the resolution of the resolution of the remaining limitations. The purchases in Texas.	esidential service contract from a ses a residential service contract, residential service contract in an wany residential service contract chase of a residential service ased from various companies
below or on the attached	r with copies of all governmental pro nt under governmental programs is	gram agreements. Any allocation
8. BROKERS' FEES: All obliga written agreements.	tions of the parties for payment of brok	cers' fees are contained in separate
(Closing Date). If eithe party may exercise the re	nder Paragraph 6D have been cured or r party fails to close the sale by the emedies contained in Paragraph 15.	closing bate, the non-deladiting
(1) Seller shall execute a Buyer and showing assignment of Lease taxes on the Property (2) Buyer shall pay the S (3) Seller and Buyer shall releases, loan docum	ales Price in good funds acceptable to ill execute and deliver any notices, st ents and other documents reasonably	the escrow agent.
be satisfied out of the Buyer and assumed by the Property is sum ove-in condition for defined under \$92.1 deliver to the tenant security deposit and	a of the little Policy. , assessments, or security interests age sales proceeds unless securing the policy and the policy are selected as a lease, Seller shall (i) delivered to a lease, Seller shall (i) delivered as a lease, Seller shall (i) delivered to a lease, Seller shall (i) delivered signed by the tenant, if any, and 02, Property Code), if any, to Buyer a signed statement acknowledging is responsible for the return of the seport the security deposit.	er to Buyer the lease(s) and the (ii) transfer security deposits (as r. In such an event, Buyer shall that the Buyer has received the
10. POSSESSION: Seller shall condition, ordinary wear and residential lease form promu possession by Buyer prior to will establish a tenancy at	deliver to Buyer possession of the Ptear excepted: upon closing and fur ligated by TREC or other written lead closing or by Seller after closing which sufferance relationship between the parawarship and possession because absence of a written lease or appropriate the parawarship and possession because absence of a written lease or appropriate the parawarship and possession because absence of a written lease or appropriate the parawarship and possession because absence of a written lease or appropriate the parawarship and possession because the parawarship and parawarship and possession because the parawarship and possession because a parawarship and parawarship and possession because a parawarship and possession because a parawarship and possession because a parawarship and parawars	is not authorized by the parties. Any is not authorized by a written lease rties. Consult your insurance in surance coverage may be
11. SPECIAL PROVISIONS:	(Insert only factual statements and leansees from adding factual statement form has been promulgated by TREC	its of business details for winding
	er and Seller	TREC NO. 25-

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(Address of Property)	
 12. SETTLEMENT AND OTHER EXPENSES: A. The following expenses must be paid at or prior to closing: (1) Expenses payable by Seller (Seller's Expenses): (a) Releases of existing liens, including prepayment penalties and recording fees; releases of existing liens, including prepayment penalties and recording fees; released following order: Buyer's expenses payable by Seller under this contract. (b) Seller shall also pay an amount not to exceed \$ to be applied following order: Buyer's Expenses which Buyer is prohibited from paying by FH Texas Veterans Land Board or other governmental loan programs, and then to Buyer's Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application adjusted origination charges; credit reports; preparation of loan documents; interthe notes from date of disbursement to one month prior to dates of first meanisted origination charges; credit reports; preparation of loan documents; interthe notes from date of disbursement to one month prior to dates of first meanisted origination charges; credit reports; preparation of loan documents; interthe notes from date of disbursement to one month prior to dates of first meanisted origination charges; credit reports; preparation of loan documents; interthe notes from date of disbursement to one month prior to dates of first meanisted origination charges; credit reports; preparation of loan documents; interthe notes from date of disbursement to one month prior to dates of first meanisted origination charges; credit reports; preparation of loan documents; interthe notes from date of disbursement to one month prior to dates of first meanisted interthe notes; interthe notes from date of disbursement to one month prior to dates of first meanisted from payments; interthe notes from dates of first meanisted from payments; interthe notes from dates from payments; interthe notes from dates from payments. A to be applied to be applied to be applied to be applied from payments; interthe notes	in the A, VA, o other of fees; rest on nonthly with cization or flood special ection; ortgage emium er this
by a party, that party may terminate this contract unless the other party agrees to party excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Ve Land Board or other governmental loan program regulations.	y Jucii
13. PRORATIONS AND ROLLBACK TAXES: A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, durents will be prorated through the Closing Date. The tax proration may be calculated taking consideration any change in exemptions that will affect the current year's taxes. If taxes current year vary from the amount prorated at closing, the parties shall adjust the promote when tax statements for the current year are available. If taxes are not paid at or proceeding, Buyer shall pay taxes for the current year. Rentals which are unknown at the closing will be prorated between Buyer and Seller when they become known. B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing or denial of a special use valuation on the Property claimed by Seller results assessments for periods prior to closing, the Assessments will be the obligation of Obligations imposed by this paragraph will survive closing.	for the rations prior to time of in the closing, by prior sults in Seller.
14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other cafter the effective date of this contract, Seller shall restore the Property to its previous consists as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest more be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Dobe extended as necessary or (c) accept the Property in its damaged condition with an assign of insurance proceeds and receive credit from Seller at closing in the amount of the decounder the insurance policy. Seller's obligations under this paragraph are independent of an obligations of Seller under this contract.	due to ney will ate will noment ductible
A. If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) specific performance, seek such other relief as may be provided by law, or both, terminate this contract and receive the earnest money as liquidated damages, to releasing both parties from this contract. If, due to factors beyond Seller's control, Sell within the time allowed to make any non-casualty repairs or deliver the Commitme survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days the Closing Date will be extended as necessary or (b) terminate this contract other reason, Seller will be in default and Buyer may (a) enforce specific performance such other relief as may be provided by law, or both, or (b) terminate this contract and the earnest money, thereby releasing both parties from this contract. B. Seller automatically waives Seller's right to enforce specific performance if Seller fails to petition for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance within 45 days after the Closing Date as spectation for specific performance must send a copy of the petition to escrow a the time the petition for specific performance must send a copy of the petition to escrow a the time the petition is filed.	thereby ler fails ent, or ays and he sole for any e, seek receive to file a lifled in Buyer o file a lifled in e party

TREC NO. 25-7

Cor	ntract Concerning	(A.4.)	Lancard of the Comment of the Commen	Page 7 of 9	11-29-2010
16.	MEDIATION: It is the policy alternative dispute resolution Buyer related to this contract	which is not resolve	as to encourage s mediation. An	nal discussion Dwill L	will not
	be submitted to a mutually mediation shall bear the medi seeking equitable relief from a	acceptable medial ation costs equally. court of competent	This paragraph of jurisdiction.	does not preclude a pa	rty from
	ATTORNEY'S FEES: A Buyer in any legal proceeding relate and all costs of such proceeding	ed to this contract is	ter, Other Broker s entitled to reco	r, or escrow agent who over reasonable attorn	ey's fees
18.	A. ESCROW: The escrow age the performance or nonpe earnest money and (iii) lia financial institution in whinstitution is acting as escription.	rformance of any particle for the loss of a lich the earnest means are not become agent.	nry to this contra iny earnest mon- oney has been	ey caused by the failu deposited unless the	re of any financial
	B. EXPENSES: At closing, the then to Buyer's Expenses agent may: (i) require a require payment of unpaid the earnest money the ar	e earnest money mu and any excess re written release of lic t expenses incurred	ability of the esc	crow agent from all pa arty, and (iii) only dec	rties, (ii) duct from
	the earnest money. C. DEMAND: Upon terminati release of earnest money release and deliver same either party may make a one party makes written a copy of the demand to to the demand from the of money to the party making behalf of the party received creditors. If escrow agent releases escrow agent from the control of the party received the contr	to each party and to the escrow age written demand to the learn the earn the other party. If each the party within 15 and the earnest more complies with the learnest party all adverse claims.	nt. If either part he escrow agent est money, escro escrow agent doe of days, escrow by the amount ey and escrow a provisions of this related to the di	fire execute counterparty fails to execute the cy fails agent should be considered as a paragraph, each part sbursal of the earnest	e release, y, If only y provide objection e earnest curred on ne to the ty hereby money.
	D. DAMAGES: Any party whescrow agent within 7 daliquidated damages in an earnest money; (ii) the esuit. E. NOTICES: Escrow agent's	o wrongfully falls of the amount equal to the arnest money; (iii)	e refuses to sign e request will b he sum of: (i) t reasonable attor	e liable to the other three times the amou ney's fees; and (iv) al	party for nt of the l costs of
	21. Notice of objection to	the demand will be	deemed effective	upon receipt by escro	w agent.
	REPRESENTATIONS: All coclosing. If any representation be in default. Unless express Property and receive, negotia	n of Seller in this co ly prohibited by writ te and accept back i	ten agreement, s ip offers.	Seller may continue to	show the
	if Seller fails to deliver an aff withhold from the sales pro- deliver the same to the Inte Revenue Service regulations amounts is received in the tra NOTICES: All notices from	davit to Buyer that inceeds an amount surnal Revenue Service require filing write insaction.	Seller is not a for inflicient to comple together with ten reports if continues the incomplete in the	oreign person, their bill with applicable tax appropriate tax forms urrency in excess of writing and are effect	law and Internal specified
	mailed to, hand-delivered at To Buyer at:	, or transmitted by f	acsimile or electr To Seller at:	onic transmission as t	ollows:
	Telephone: ()		Telephone: <u>(</u>	.)	
	Facsimile: ()		Facsimile: _		
	E-mail:	AAA	E-mail:		
Initi	aled for identification by Buyer	and	Seller		REC NO. <u>25-7</u>

Co	ntrac	t Concerning _	(Address	of Dron	Page 8 of 9 11-29-2010
22.	can	inot be char	OF PARTIES: This contract on the contract of	conta	tains the entire agreement of the parties and nent. Addenda which are a part of this contract
	are	Third Party I	applicable boxes): Financing Addendum for Credit		Addendum for "Back-Up" Contract
		Approval Seller Final	ncing Addendum		Addendum for Coastal Area Property
		Addendum Mandatory Owners As	for Property Subject to Membership in a Property sociation		Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
			mporary Residential Lease		Seller's Temporary Residential Lease
		Loan Assur	nption Addendum		Short Sale Addendum
	□ ∧	Addendum by Buyer	for Sale of Other Property		Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
		Addendum and Other	for Reservation of Oil, Gas Minerals		Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
		Other (list)			
24	pay con not any Sale the .CO	the Option tract and B ice of terminated the content of the conten	Fee to Seller within the time property of the seller within the unrestrict nation within the time prescribe oney will be refunded to Buyer. It is soft the essence performance is required. ATTORNEY: TREC rules prohibitation of the prohibita	rescri ted r d, th The (for i	within days after the effective date of t is stated as the Option Fee or if Buyer fails to cribed, this paragraph will not be a part of this right to terminate this contract. If Buyer gives the Option Fee will not be refunded; however, option Fee will will not be credited to the rethis paragraph and strict compliance with real estate licensees from giving legal advice. Inderstand the effect of this contract, consult and
		ver's orney is:		S	Seller's Attorney is:
	Tel	lephone: <u>(</u>)	-	Telephone: ()
	Fac	csimile: ()	F	Facsimile: ()
	E-r	mail:		E	E-mail:
	EXE (BF	ECUTED the	eday of L IN THE DATE OF FINAL ACC	EPTA	TANCE.)
	Buy	/er		Selle	iller
	Buy	/er		Selle	ller
tra	ined nsact	real estate lice tions. It is not	ensees. No representation is made as to	the le s Real	tate Commission. TREC forms are intended for use only by legal validity or adequacy of any provision in any specific eal Estate Commission, P.O. Box 12188, Austin, TX 78711-7. This form replaces TREC NO. 25-6.

TREC NO. <u>25-7</u>

Contract Concerning	(Address o	f Property)	Page 9 of 9 <u>11-29-2010</u>
	RATIFICATIO	N OF FFF	
Listing Broker has agreed to pay Other fee is received. Escrow Agent is author closing. Other Broker:			ice when Listing Broker's n Listing Broker's fee at
Ву:		Ву:	
		ENT FOR PAYMENT OF BRO	KERS' FEES
Other Broker	License No.	Listing or Principal Broker	License No.
Licensed Supervisor of Associate	Telephone	Licensed Supervisor of Associa	te Telephone
Associate		Associate	
Address		Address	
City State	Zip	City	State Zip
Telephone	Facsimile	Telephone	Facsimile
E-mail		E-mail	
Upon closing of the sale by Seller to agreement is attached: (a) Seller B or % of the total Sales Prices or % of the total Sales Prices or % of the total the brokers from the proceeds at closing. Brokers' fees are negotiable. Brokers recommended, suggested or maintain	Buyer of the Puyer will pay Lise; and (b) USe Sales Price. Se	roperty described in the conting/Principal Broker a casheller Buyer will pay Other eller/Buyer authorizes and direction of fees between brokers	Buyer as an intermediary ntract to which this fee in fee of \$ Broker a cash fee of ects Escrow Agent to pay
	•		
Seller		Buyer	
Seller Do not sign if there is a se	parate written a	Buyer greement for payment of Bro	kers' fees.
	OPTION FE	E RECEIPT	
Receipt of \$ (Option	on Fee) in the fo	rm of	is acknowledged.
Seller or Listing Broker		Date	
CONTR	ACT AND EARN	EST MONEY RECEIPT	
Receipt of Contract and C\$	E	arnest Money in the form of	
is acknowledged. Escrow Agent:			
By:			
		Email Address)
Address		Facsimile: ()



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-29-2010

NEW HOME CONTRACT

(Completed Construction)

NOTICE: Not For Use For Condominium Transactions or Closings Prior to Completion of Construction

(Seller) and	contract are(Buyer). Seller agreed Buyer agrees to buy from Seller the Property defined below.
2. PROPERTY: Lot	,BlockAddition, Cit
o.F	Addition, Cit,County of
Texas, known as	Joodiney of
fixtures and all other property thereto, including but not lir	escribed on attached exhibit, together with: (i) improvement located thereon; and (ii) all rights, privileges and appurtenance mited to: permits, easements, and cooperative and association ld by this contract is called the "Property".
S. SALES PRICE:	
A. Cash portion of Sales Price	payable by Buyer at closing\$
B. Sum of all financing describ	bed below (excluding any loan funding
fee or mortgage insurance	premium) \$
L. FINANCING: The portion of	Sales Price not payable in cash will be paid as follows: (Chec
\$ (exclude (1) Property Approval: 1 requirements for the lender required repair prior to closing and the (2) Credit Approval: (Checkles)	G: One or more third party mortgage loans in the total amount uding any loan funding fee or mortgage insurance premium). If the Property does not satisfy the lenders' underwriting loan(s), (including, but not limited to appraisal, insurability arms), Buyer may terminate this contract by giving notice to Sell e earnest money will be refunded to Buyer. Eck one box only)
attached Third I (b) This contract is involve FHA or Y B. ASSUMPTION: The assur	subject to Buyer being approved for the financing described in the Party Financing Addendum for Credit Approval. In the subject to Buyer being approved for financing and does not subject to Buyer being approved for financing and does not financing. When the unpaid principal balance of one or more promissout tached TREC Loan Assumption Addendum.
C.SELLER FINANCING: A secured by vendor's and described in the attached insurance is furnished, But a secure of the secure of th	or promissory note from Buyer to Seller of \$
\$ as earnest more	xecution of this contract by all parties, Buyer shall depos ney with
(address). Buyer shall deposit agent within days aft earnest money as required by	t additional earnest money of \$ with escro er the effective date of this contract. If Buyer fails to deposit th this contract, Buyer will be in default.
TITLE POLICY AND SURVEY	: irnish to Buyer at OSeller's OBuyer's expense an owner policy o
dated at or after closing, in subject to the promulgated the following exceptions:	suring Buyer against loss under the provisions of the Title Polic exclusions (including existing building and zoning ordinances) ar
(1) Restrictive covenants co (2) The standard printed ex (3) Liens created as part of	mmon to the platted subdivision in which the Property is located. ception for standby fees, taxes and assessments. the financing described in Paragraph 4. ed by the dedication deed or plat of the subdivision in which th
(5) Reservations or exception Buyer in writing. (6) The standard printed exception	ons otherwise permitted by this contract or as may be approved to ception as to marital rights.
(7) The standard printed ex matters.	xception as to waters, tidelands, beaches, streams, and relate eption as to discrepancies, conflicts, shortages in area or boundary
	and Seller TREC NO. 2
led for identification by Buyer	and Seller TREC NO. 2

Page 2 of 9 11-29-2	2010
Contract Concerning (Address of Property)	
lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense may have the exception amended to read, "shortages in area". B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Selle shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Selle authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatical extended up to 15 days or the Closing Date, whichever is earlier. C. SURVEY: The survey must be made by a registered professional land surveyor acceptable of the Title Company and Buyer's lender(s). (Check one box only) L. (1) Within days after the effective date of this contract, Seller shall furnish the Buyer and Title Company Seller's existing survey of the Property and a Residential Re Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later that Title Company or Buyer's lender(s), Buyer shall obtain a new survey at License and Seller's expense no later that Title Company or Buyer's lender(s), Buyer shall obtain a new survey at License and Exceptable of Title Company or Buyer's lender(s), Buyer shall obtain a new survey at License and Exceptable of Title Company or Buyer's lender(s), Buyer shall obtain a new survey at License and L	er's ererely to to to to to to
Buyer's expense no later than 3 days prior to Closing Date. A (2) Within days after the effective date of this contract, Buyer shall obtain a ne survey at Buyer's expense. Buyer is deemed to receive the survey on the date actual receipt or the date specified in this paragraph, whichever is earlier. (3) Within days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer. D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use	of se e:
activity: Buyer must object the earlier of (i) the Closing Date or (ii) the Commitment, Exception Documents, and the survey Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirement in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incompany expense, Seller shall cure the timely objections of Buyer or any third party lender with 15 days after Seller receives the objections and the Closing Date will be extended necessary. If objections are not cured within such 15 day period, this contract will termina and the earnest money will be refunded to Buyer unless Buyer waives the objections.	nts cur nin as
E. TITLE NOTICES: (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer	be
right to object. (2) PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP: The Property Dis not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Sell notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenar governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have because the establishment, maintenance, and operation of this residential community have because the property of the country in which the Property	lis the ler in ou nts ng

or will be recorded in the Real Property Records of the county in which the located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be

used for each association.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(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

Contract Conc	MING	Page 3 of 9 11-29-2010
(6) (7)	yer under §5.011, Texas Property Code, that the Property may recluded in the extraterritorial jurisdiction of a municipality and may bject to annexation by the municipality. Each municipality mainta picts its boundaries and extraterritorial jurisdiction. To determine if cated within a municipality's extraterritorial jurisdiction or is likely to be unicipality's extraterritorial jurisdiction, contact all municipalities located oximity of the Property for further information. COPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTOMITIES. Notice required by §13.257, Water Code: The real proper ragraph 2, that you are about to purchase may be located in a certificate area, which is authorized by law to provide water or sew operties in the certificated area. If your property is located in a certificate or sewer service area, which is authorized by law to provide water or sewer service area, which is authorized by law to provide water or sewer service to pay before after or sewer service. There may be a period required to construct cilities necessary to provide water or sewer service to your property. Yestermine if the property is in a certificated area and contact the utility determine the cost that you will be required to pay and the period quired to provide water or sewer service to your property. The uncreby acknowledges receipt of the foregoing notice at or before the noting contract for the purchase of the real property is in a public improvement of real property. Once, requires Seller to notify Buyer as follows: As a parcel of real property you are obligated to pay an assessment to a fundy for an improvement project undertaken by a public improvement apter 372, Local Government Code. The assessment may be due to do the property of the property of the age of the real property of the assessment may be due to do the action of the assessment may be due to do the property of the property of the assessment may be due to do the property of the property of the property of the property of the assessment may be due to	ins a map that the Property is clocated within a din the general TILITY SERVICE rty, described in ificated water or er service to the cated area there you can receive ct lines or other ou are advised to service provider d, if any, that is dersigned Buyer execution of a aragraph 2 or at ovement district, purchaser of this a municipality or ent district under e annually or in sessment and the or county levying
7. PRO A. A ad in in B. A	e assessment. The amount of the assessments is subject to change by the assessments could result in a lien on and the foreclosure of your terms. INSPECTIONS AND UTILITIES: Seller shall permit Buyer and ess to the Property at reasonable times. Buyer may have the Properectors selected by Buyer and licensed by TREC or otherwise permitted sections. Seller shall pay for turning on existing utilities for inspections. DEPTANCE OF PROPERTY CONDITION: (Check one box only) (1) Buyer accepts the Property in its present condition. (2) Buyer accepts the Property in its present condition provided Sections.	Property. I Buyer's agents erty inspected by d by law to make the belier, at Seller's ts:
C. W D. II D. II	phrases, such as "subject to inspections," that do not identify specific TICE TO BUYER AND SELLER: Buyer's agreement to accept the Propedition under Paragraph 7D(1) or (2) does not preclude Buyer from perty under Paragraph 7A, from negotiating repairs or treatments endment, or from terminating this contract during the Option Period, if RRANTIES: Except as expressly set forth in this contract, a sepayided by law, Seller makes no other express warranties. Seller shall assign all assignable manufacturer warranties. Sultation: As required by Federal Trade Commission Regulations, ating to the insulation installed or to be installed in the Improvements a eck only one box below) 1) as shown in the attached specifications. 2) as follows:	n inspecting the in a subsequent any. The arate writing, or ssign to Buyer at the information it the Property is:
A	a) Exterior walls of improved living areas: insulated with insulation to a thickness of inches which yields an R-Value will insulation to a thickness of inches which yields an R-Value will insulation to a thickness of inches which yields an R-Value will insulation to a thickness of inches which yields an R-Value will insulation to a thickness of inches which yields an R-Value of insulation to a thickness of inches which yields an R-Value of inchess of inchess which yields an R-Value of inchess wh	of,

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for

Con	tract ConcerningPage 4 of 9 11-29-2010
CON	(Address of Property)
	wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer. F. COMPLETION OF REPAIRS, TREATMENTS, AND IMPROVEMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs, treatments, and improvements (Work) prior to the Closing Date. All required permits must be obtained, and Work must be performed by persons who are licensed or otherwise authorized by law to provide such Work. At Buyer's election, any transferable warranties received by Seller with respect to the Work will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed Work prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete Work. G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
	H. SELLER'S DISCLOSURE: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
•	(1) any flooding of the Property which has had a material adverse effect on the use of the Property;
	(2)any pending or threatened litigation, condemnation, or special assessment affecting the Property; (3)any environmental hazards or conditions materially affecting the Property; (4)any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
	(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or (6) any threatened or endangered species or their habitat affecting the Property. I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$
8.	BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9.	CLOSING: A. The closing of the sale will be on or before, 20, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
	 B. At closing: (1)Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property. (2)Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3)Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy. (4)There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by
10.	Buyer and assumed loans will not be in default. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: U upon closing and funding U 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.
11.	SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

12.	A. The following expenses must be paid at or prior to closing:
	(1) Expenses payable by Seller (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; and other expenses payable by Seller under this contract.
	(b)Seller shall also pay an amount not to exceed \$ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA,
	Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
	(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees;
	adjusted 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; 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 AND ROLLBACK TAXES:
	A. PRORATIONS: Taxes for the current year, maintenance fees, assessments, dues and rents 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 will be obligated to pay taxes for the current year.
	B. ROLLBACK TAXES: If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property results in additional taxes, penalties or interest
	(Assessments) for periods prior to closing, the Assessments will be the obligation of Seller.
	Obligations imposed by this paragraph will survive closing.
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 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: A. 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, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or
	within the time allowed to make any non-casualty repairs of deliver the communicity of

(Address of Property)

Contract Concerning ____

_____Page 5 of 9 11-29-2010

TREC NO. 24-10

Contract Concerning
survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, 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. B. Seller automatically waives Seller's right to enforce specific performance if Seller fails to file a petition for specific performance within 45 days after the Closing Date as specified in Paragraph 9 or as extended in a written amendment in escrow agent's possession. Buyer automatically waives Buyer's right to enforce specific performance if Buyer fails to file a petition for specific performance within 45 days after the Closing Date as specified in Paragraph 9 or as extended in a written amendment in escrow agent's possession. The party filing the petition for specific performance must send a copy of the petition to escrow agent at the time the petition is filed.
16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Subject to applicable law, any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will will not 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. 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, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money. 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 pay the same to the creditors. If escrow agent from all earnest money and escrow agent may pay the same to the creditors. If 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 liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the
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 TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit 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.

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	DTICES: All notices from one party to the illed to, hand-delivered at, or transmitted by	facsii	mile or electronic transmission as follows:
To	Buyer at:		o Seller at:
			~_(
Te	lephone: ()		elephone: ()
	csimile: (<u>)</u> mail:		Facsimile: <u>(</u>) E-mail:
	REEMENT OF PARTIES: This contract of		
car	nnot be changed except by their written ntract are (check all applicable boxes):	agree	ment. Addenda which are a part of thi
	Third Party Financing Addendum for Credit Approval		Addendum for "Back-Up" Contract
	Seller Financing Addendum		Addendum for Coastal Area Property
	Addendum for Property Subject to Mandatory Membership in a Property Owners Association		Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
	Buyer's Temporary Residential Lease		Seller's Temporary Residential Lease
	Loan Assumption Addendum		Short Sale Addendum
	Addendum for Sale of Other Property by Buyer		Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
	Addendum for Reservation of Oil, Gas and Other Minerals		Other (list):
23.TE	ERMINATION OPTION: For nominal of	consid	eration, the receipt of which is hereb
ac wi to eff or co be pa 24.C (knowledged by Seller, and Buyer's agreement in 2 days after the effective date of this contract by giving notice of the fective date of this contract (Option Period) if Buyer fails to pay the Option Fee to Sellot be a part of this contract and Buyer shall on tract. If Buyer gives notice of termination erefunded; however, any earnest money will will not be credited to the Sales Price a arragraph and strict compliance with the CNSULT AN ATTORNEY: TREC rules professor.	ent to contracterming. If no ler will not lewithin the close time	pay Seller \$
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ac wi to eff or no co be pa Pa Al	knowledged by Seller, and Buyer's agreement in 2 days after the effective date of this contract by giving notice of the fective date of this contract (Option Period) if Buyer fails to pay the Option Fee to Select be a part of this contract and Buyer shall ontract. If Buyer gives notice of termination is refunded; however, any earnest money will will not be credited to the Sales Price a caragraph and strict compliance with the CONSULT AN ATTORNEY: TREC rules professed that the professed of the sales are a strongly and the sales are a	ent to contractermine. If n ler will not less time nibit renot u	pay Seller \$
ac wi to eff or no co be pa Pa Pa Al	knowledged by Seller, and Buyer's agreement in 2 days after the effective date of this contract by giving notice of the fective date of this contract (Option Period) if Buyer fails to pay the Option Fee to Sellot be a part of this contract and Buyer shall ontract. If Buyer gives notice of termination erefunded; however, any earnest money will not be credited to the Sales Price a caragraph and strict compliance with the EAD THIS CONTRACT CAREFULLY. If you do attorney BEFORE signing. Huyer's to the Sales Price and the sales Price and the Sales Price are the sales problem.	ent to contracterming. If n ler within ler tract ler tracter t	pay Seller \$
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ac wii to eff or no co be pa Pa RE an	knowledged by Seller, and Buyer's agreement in 2 days after the effective date of this contract by giving notice of the fective date of this contract (Option Period) if Buyer fails to pay the Option Fee to Sellot be a part of this contract and Buyer shall ontract. If Buyer gives notice of termination erefunded; however, any earnest money will not be credited to the Sales Price a caragraph and strict compliance with the EAD THIS CONTRACT CAREFULLY. If you do attorney BEFORE signing. Huyer's to the Sales Price and the sales Price and the Sales Price are the sales problem.	ent to contracterming. If net in within the tract tract tracter is the contracter in the contracter in the contracter is the contracter in the contracter in the contracter is the contracter in the contracter in the contracter is the contracter in	pay Seller \$

ract Concerning(Address of	Page 8 of 9 11 Property)	<u>29</u>
EXECUTED theday of (BROKER: FILL IN THE DATE OF FINAL ACCE	, 20 (EFFECTIVE DAT	re)
his contract is subject to Chapter 27 of the exas Property Code. The provisions of that hapter may affect your right to recover amages arising from a construction defect. If ou have a complaint concerning a	Buyer	annaharara da da da
construction defect and that defect has not een corrected as may be required by law or y contract, you must provide the notice equired by Chapter 27 of the Texas Property ode to the contractor by certified mail, return	Buyer	
eceipt requested, not later than the 60th day efore the date you file suit to recover amages in a court of law or initiate rbitration. The notice must refer to Chapter 7 of the Texas Property Code and must	Seller	r,
lescribe the construction defect. If requested by the contractor, you must provide the ontractor an opportunity to inspect and cure he defect as provided by Section 27.004 of he Texas Property Code.	Seller	<u>,</u>

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 licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544 (http://www.trec.state.tx.us) TREC NO. 24-10. This form replaces TREC NO. 24-9.

	(Addre	ss of Property)	Page 9 of	9 <u>11-29-2010</u>
	, BROKER	INFORMATION		
\				
Other Broker Firm	License No.	Listing Broker Firm		License No.
represents		represents Seller and Buyer a		iary
Seller as Listing Bro	oker's subagent	Seller only as Seller	er's agent	
Licensed Supervisor of Associate	Telephone	Licensed Supervisor of Associate		Telephone
Associate	Telephone	Listing Associate		Telephone
Other Broker's Address	Facsimile	Listing Broker's Office Address		Facsimile
City St	tate Zip	City	State	Zip
Associate Email Address		Listing Associate's Email Address		
		Selling Associate		Telephone
		Selling Associate's Office Address		Facsimile
		City	State	Zip
			State	Zip
listing Broker has agreed to Day	Other Broker	Selling Associate's Email Address	·	
Listing Broker has agreed to pay fee is received. Escrow agent is a	Other Broker_ authorized and direc		·	
Listing Broker has agreed to pay fee is received. Escrow agent is a	Other Broker authorized and dired	Selling Associate's Email Address	·	
Listing Broker has agreed to pay fee is received. Escrow agent is a		Selling Associate's Email Address	·	
	OPTION	Selling Associate's Email Address of the total sales price w ted to pay other Broker from Listing	hen the List g Broker's fee	ing Broker's at closing.
	OPTION	Selling Associate's Email Address of the total sales price we sted to pay other Broker from Listing N FEE RECEIPT The form of	hen the List g Broker's fee is acknow	ing Broker's at closing.
Receipt of \$	OPTION	Selling Associate's Email Address of the total sales price worked to pay other Broker from Listing N FEE RECEIPT The form of	hen the List g Broker's fee is acknow	ing Broker's at closing.
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Receipt of \$	OPTION (Option Fee) in the	Selling Associate's Email Address of the total sales price we sted to pay other Broker from Listing N FEE RECEIPT The form of	hen the List g Broker's fee is acknow	ing Broker's at closing.

City

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-29-2010

NEW HOME CONTRACT

(Incomplete Construction)

NOTICE: Not For Use For Condominium Transactions or Closings Prior to Completion of Construction

1	PARTIES: The parties to this contract are
al. e	and(Buyer). Seller agrees to sell and
	convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2.	PROPERTY:Lot,Block
	Addition, City
	of
	PROPERTY:Lot
3.	SALES PRICE:
	A. Cash portion of Sales Price payable by Buyer at closing\$
	fee or mortgage insurance premium)\$
	fee or mortgage insurance premium)
4.	FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check
	 □ A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$\(\) (excluding any loan funding fee or mortgage insurance premium). (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s), (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer. (2) Credit Approval: (Check one box only) □ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval. □ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing. □ B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum. □ C. SELLER FINANCING: A promissory note from Buyer to Seller of \$\(\) secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.
5	EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$ as earnest money with,
	as escrow agent, at
	(address). Buyer shall deposit additional earnest money of \$ with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.
6	A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by (Title Company) in the amount of the Sales Price,
	dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
	 (1) Restrictive covenants common to the platted subdivision in which the Property is located. (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 4. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
	(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
	(6) The standard printed exception as to marital rights.(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
	(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines,
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Contract Concerning Page 2 of 9 11-29-2010
(Address of Property)
encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area". B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller
shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.
C. SURVEY: The survey must be made after the Substantial Completion Date by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only) [1] (1) At least days prior to the Closing Date, Seller, at Seller's expense, shall provide a
new survey to Buyer. (2) At least days prior to the Closing Date, Buyer, at Buyer's expense, shall obtain a new survey. Buyer is deemed to receive the survey on the date of actual receipt or the
date specified in this paragraph, whichever is earlier. D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity:
Buyer must object the earlier of (i) the Closing Date or (ii) days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections. E. TITLE NOTICES:
(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
(2) PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP: The Property Lis Lis not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used for each association.
(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
(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.

Initialed for identification by Buyer_____ and Seller _____

Contract Concerning	/Address of Demandar)	Page 3 of 9 11-29-2010
	(Address of Property)	
Notice required by \$5.014, Property Coparcel of real proper for an improvement [Local Government of More information coassessment may be a mount of the assess	IN A CERTIFICATED SERVICE AREA OF 13.257, Water Code: The real property, irchase may be located in a certificated by law to provide water or sewer sevour property is located in a certificated a will be required to pay before you can iod required to construct lines or other ce to your property. You are advised to contact the utility service provider to do not the period, if any, that is required to the undersigned Buyer hereby acknowled the execution of a binding contract for the photograph of purchase of the real NT DISTRICTS: If the Property is in inde, requires Seller to notify Buyer as fit you are obligated to pay an assessme project undertaken by a public improvement of the assessment may be due annulated. The assessment may be due annulated from the municipality or countries is subject to change. Your failured the foreclosure of your property.	described in Paragraph 2, that divided water or sewer service area, ervice to the properties in the area there may be special costs receive water or sewer service. If facilities necessary to provide determine if the property is in a etermine the cost that you will provide water or sewer service edges receipt of the foregoing e purchase of the real property property. a public improvement district, follows: As a purchaser of this ent to a municipality or county nent district under Chapter 372, ally or in periodic installments. Int and the due dates of that y levying the assessment. The
Property at reasonable t Buyer and licensed by Tf B. CONSTRUCTION DOCUM diligence in accordance the plans and specificati related to the plans a Construction Documents by reference. C. COST ADJUSTMENTS: change orders or item	IONS: Seller shall permit Buyer and imes. Buyer may have the Property insp REC or otherwise permitted by law to ma IENTS: Seller shall complete all improve with the Construction Documents. "Co ions, the finish out schedules, any chan and specifications, finish out schedules have been signed by the parties and are all change orders must be in writing. It is selected by Buyer which exceed the will be paid by Buyer as follows:	ected by inspectors selected by ke inspections. ments to the Property with due onstruction Documents" means age orders, and any allowances es, and change orders. The incorporated into this contract oncrease in costs resulting from
		Universal will pedice the Colle
Price, with proportionate lender. D. BUYER'S SELECTIONS: selections will conform to will not, in Seller's judy make required selections make required selections. E. COMPLETION: Seller mudate of this contract. The Construction Documents 20 The improveme Construction Documents authorities and any lender acts of God, fire or on substitute of comparts substantial completion extend beyon appliances of comparable. F. WARRANTIES: Except as law, Seller makes no cassignable manufacturer G.INSULATION: As required to the insulation installed one box below) (1) as shown in the all (2) as follows: a) Exterior walls insulation to a b) Walls in other insulation to a b) Walls in other insulation to a	ed by Federal Trade Commission Regul d or to be installed in the Improvements	t selections by Buyer, Buyer's the Construction Documents or ity of the Property. Buyer will eller. days after the effective mpleted in accordance with the by all applicable governmental construction delays caused by valiability of materials for which added to the time allowed for hit may the time for substantial itute materials, equipment and fuction Documents. Reparate writing, or provided by assign to Buyer at closing all ations, the information relating at the Property is: (check only leads an R-Value of
nisdiación to c	Title	
Initialed for identification by Buye	er and Seller	TREC NO. 23-10

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Contr	act Concerning	(Address of Property)	Page 4 of 9 11-29-2010
	insulation to a thickness of e) Other insulated areas:insulthickness of	areas not applied to a slab foundated inches which yields an R-Value of essential provided by the manufacturer is advised that the presence of wetland her environmental hazards, or the presence addendum promulgated by TREC or redeadendum promulgated by TREC or redeadendum promulgated in this contained has had a material adverse effect pation, condemnation, or special assess anditions materially affecting the Property ground tanks or containers now or prevental or state law or regulation, affecting pecies or their habitat affecting the Property process.	insulation to a of the insulation. ds, toxic substances, ence of a threatened Property. If Buyer is quired by the parties ract, Seller has now ton the use of the sament affecting the cy; iously located on the the Property; or
8.	* *	parties for payment of brokers' fees are	1
9.	written agreements. CLOSING: A. The closing of the sale will be on or after objections made under Paragr (Closing Date). If either party fails party may exercise the remedies corb. At closing: (1) Seller shall execute and deliver Buyer and showing no additionatax statements or certificates sheed: (2) Buyer shall pay the Sales Price in (3) Seller and Buyer shall execute releases, loan documents and of sale and the issuance of the Title (4) There will be no liens, assessment be satisfied out of the sales probuger and assumed loans will not sales.	before	, or within 7 days nichever date is later e, the non-defaulting le to the Property to agraph 6 and furnish rty. I sertificates, affidavits, or the closing of the operty which will not y loans assumed by
	L according to a temporary residential I by the parties. Any possession by Bu authorized by a written lease will estab Consult your insurance agent pri insurance coverage may be limite	yer possession of the Property: upon ease form promulgated by TREC or other yer prior to closing or by Seller after olish a tenancy at sufferance relationship or to change of ownership and produced or terminated. The absence of expose the parties to economic loss.	closing which is not between the parties. cossession because a written lease or
11.	cale TDEC rules prohibit licensees from	y factual statements and business deta m adding factual statements or busines n has been promulgated by TREC for ma	is details for which a T
12.	SETTLEMENT AND OTHER EXPENSE A. The following expenses must be paid (1) Expenses payable by Seller (Sellar) (a) Releases of existing liens, in Seller's loan liability; tax st	d at or prior to closing:	ding fees; release of of deed; one-half of

Initialed for identification by Buyer_____ and Seller _____

Contract Concerning	Page 5 of 9 11-29-2010
(b) Seller shall also pare following order: Expenses Veterans Labyer's Expenses (2) Expenses payable adjusted origination notes from date payments; recording endorsements requisions one-half and hazard insurant governmental assess underwriting fee; Insurance Premium as required by the left by a party, that party mexcess. Buyer may not	her expenses payable by Seller under this contract. y an amount not to exceed \$
A. PRORATIONS AND ROLLE A. PRORATIONS: Taxes for be prorated through the consideration any change current year vary from the when tax statements for Buyer will be obligated to B. ROLLBACK TAXES: If Self use valuation on the Province of th	ACK TAXES: the current year, maintenance fees, assessments, dues and rents will e Closing Date. The tax proration may be calculated taking into in exemptions that will affect the current year's taxes. If taxes for the he amount prorated at closing, the parties shall adjust the prorations he current year are available. If taxes are not paid at or prior to closing, pay taxes for the current year. er's change in use of the Property prior to closing or denial of a special erty results in additional taxes, penalties or interest (Assessments) for the Assessments will be the obligation of Seller. Obligations imposed by
after the effective date of the soon as reasonably possible factors beyond Seller's continued to Buyer (b) extended as necessary or (b) surance proceeds and recommendations.	part of the Property is damaged or destroyed by fire or other casualty is contract, Seller shall restore the Property to its previous condition as but in any event by the Closing Date. If Seller fails to do so due to ol, Buyer may (a) terminate this contract and the earnest money will be d the time for performance up to 45 days and the Closing Date will be c) accept the Property in its damaged condition with an assignment of eive credit from Seller at closing in the amount of the deductible under r's obligations under this paragraph are independent of any other is contract.
specific performance, see this contract and receive parties from this contract allowed to make any not seller, Buyer may (a) expenses the extended as necessal earnest money. If Selle default and Buyer may provided by law, or both releasing both parties from the seller automatically was petition for specific performance within 45 day wriften amendment in the seller automatically was buyer's right to performance within 45 day wriften amendment in the seller automatically was a wriften amendment in the seller automatically was buyer's right to performance within 45 day wriften amendment in the seller automatically was buyer's right to performance within 45 day wriften amendment in the seller automatically was buyer's right to performance within 45 days are seller automatically was buyer's right to performance within 45 days are seller automatically was buyer's right automatically was	with this contract, Buyer will be in default, and Seller may (a) enforce k such other relief as may be provided by law, or both, or (b) terminate e the earnest money as liquidated damages, thereby releasing both t. If, due to factors beyond Seller's control, Seller fails within the time n-casualty repairs or deliver the Commitment, or survey, if required of stend the time for performance up to 15 days and the Closing Date will ry or (b) terminate this contract as the sole remedy and receive the fails to comply with this contract for any other reason, Seller will be in (a) enforce specific performance, seek such other relief as may be not (b) terminate this contract and receive the earnest money, thereby on this contract. I we Seller's right to enforce specific performance if Seller fails to file a remance within 45 days after the Closing Date as specified in Paragraph or its representation of the performance if Buyer fails to file a petition for specific and agent's possession. The party filing the petition is filed.
16.MEDIATION: It is the polalternative dispute resolution between Seller and Buyer rollwill Dwill not be submitted the mediation shall bear the	cy of the State of Texas to encourage resolution of disputes through procedures such as mediation. Subject to applicable law, any dispute elated to this contract which is not resolved through informal discussion d to a mutually acceptable mediation service or provider. The parties to e mediation costs equally. This paragraph does not preclude a party from a court of competent jurisdiction.

Initialed for identification by Buyer_____ and Seller _____

TREC NO. 23-10

Cont	ract Concerning	/Δ	ddress of Property)	Page 6 of 9 11-29	-2010
17.	ATTORNEY'S FEES: any legal proceeding all costs of such proc	A Buyer, Seller, Listing related to this contract	Broker Other Brok	er, or escrow agent who preva ver reasonable attorney's fees	ils in s and
	performance or rearnest money a financial institution is actin B. EXPENSES: At cleated then to Buyer's agent may: (i) require payment deduct from the creceiving the earn DEMAND: Upon release of earner lease and delive party may make party may from money to the party of the demand from money to the party releases escrow a behalf of the parcreditors. If escription in DAMAGES: Any pagent within 7 damages in an artificial filter in NOTICES: Escrow Notice of objection	nonperformance of any nd (iii) liable for the loss on in which the earned as escrow agent. Osing, the earnest mone expenses and any exceeduire a written release of unpaid expenses incusts money the amountest money. It is money to each party of the remination of this constant to the escrow agent to the escrow agent to the party withing the earnest money. It is making demand to the other party withing the earnest money and to the other party withing the earnest ow agent complies with agent from all adverse classes of receipt of the remount equal to the sum agent's notices will be an to the demand will be as the sum to the demand will be an to the demand will be an to the demand will be as the sum of the demand will be as the sum of the demand will be an to the demand will be as the sum of the demand will be as the sum of the demand will be as the sum of the demand will be an to the demand will be as the sum of the	party to this continues of any earnest mest money has been selected and the parties of liability of the party of the provisions of the	t in compliance with Paragrap pon receipt by escrow agent.	ment, scrow s, (ii) party end a f the either one ide a on to rnest ed on o the ereby y. scrow dated oney; h 21.
19.	closing. If any repre	sentation of Seller in thi	s contract is untrue written agreement	arranties in this contract su e on the Closing Date, Seller w , Seller may continue to show	viii be j
20.	Seller fails to deliver withhold from the same to	r an affidavit to Buyer t sales proceeds an amou the Internal Revenue S gulations require filing	hat Seller is not a int sufficient to co Service together w	," as defined by applicable law "foreign person," then Buyer mply with applicable tax law ith appropriate tax forms. Into currency in excess of spe	snail and ternal
21.	NOTICES: All notice to, hand-delivered at	es from one party to the e t, or transmitted by facsi	other must be in w mile or electronic to	riting and are effective when n ransmission as follows:	nailed
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with reason and the second					
T	Telephone: ()		Telephone: (
	Facsimile: ()		Facsimile: ()	
	E-mail:		E-mail:		
Initia	led for identification b	y Buyer	and Seller	TREC NO	

	Address o	Page 7 of 9 11-29-2010 f Property)
2. AGREEMENT OF PARTIES: This contract cannot be changed except by their written ag are (check all applicable boxes):	t contai greeme	ins the entire agreement of the parties and nt. Addenda which are a part of this contract
Third Party Financing Addendum for Credit Approval		Addendum for "Back-Up" Contract
Seller Financing Addendum		Addendum for Coastal Area Property
Addendum for Property Subject to Mandatory Membership in a Property Owners Association		Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
Buyer's Temporary Residential Lease		Seller's Temporary Residential Lease
Loan Assumption Addendum		Short Sale Addendum
Addendum for Sale of Other Property by Buyer		Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
Addendum for Reservation of Oil, Gas and Other Minerals		Other (list):
notice of termination within the time prescriany earnest money will be refunded to Buye Sales Price at closing. Time is of the essen the time for performance is required.	r. The (ce for	ight to terminate this contract. If Buyer gives the Option Fee will not be refunded; however, Option Fee Dwill Dwill not be credited to the this paragraph and strict compliance with real estate licensees from giving legal advice, derstand the effect of this contract, consult an
Buyer's Attorney is:		Seller's Attorney is:
Telephone: ()		Telephone: ()

Contract Concerning(Add	ress of Property)		Page 8 of 9 <u>11-29-20</u>
EXECUTED theday of(BROKER: FILL IN THE DATE OF FINAL ACCES	PTANCE.)	20	(EFFECTIVE DATE).
This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or	Buyer		
by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover	Buyer		
damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure	Seller		
the defect as provided by Section 27.004 of the Texas Property Code.	Seller	·	

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 licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (http://www.trec.state.tx.us) TREC NO. 23-10. This form replaces TREC NO. 23-9.

	. (/	Address of Property)	Page 9 of 9 11-29-2010
	BROKER	INFORMATIONA	
Other Broker Firm represents Buyer only as Bu	License No.	Listing Broker Firm represents Seller and Buyer as	License No.
Seller as Listing E	=	Seller only as Selle	
Licensed Supervisor of Associate	Telephone	Licensed Supervisor of Associate	Telephone
Associate	Telephone	Listing Associate	Telephone
Other Broker's Address	Facsimile	Listing Broker's Office Address	Facsimile
City	State Zip	City	State Zi _l
Associate Email Address		Listing Associate's Email Address	
		Selling Associate	Telephon
		Selling Associate's Office Address	Facsimile
		City	State Zip
		Selling Associate's Email Address	
Listing Broker has agreed to pa fee is received. Escrow agent is	y Other Broker authorized and direc	·	
Listing Broker has agreed to pa fee is received. Escrow agent is		Selling Associate's Email Address	
	OPTION	Selling Associate's Email Address of the total sales price wh ted to pay other Broker from Listing	en the Listing Broker's Broker's fee at closing.
Receipt of \$	OPTION	Selling Associate's Email Address of the total sales price where the self of the self of the total sales price where the self of the self	en the Listing Broker's Broker's fee at closing.
Receipt of \$	OPTION (Option Fee) in the	Selling Associate's Email Address of the total sales price where the description of the total sales price where	en the Listing Broker's Broker's fee at closing. is acknowledged.
Receipt of \$	OPTION (Option Fee) in the	Selling Associate's Email Address of the total sales price where the sales of the total sales price where the sales price where the sales of the total sales price where the sales of the total sales price where the sales of th	en the Listing Broker's Broker's fee at closing. is acknowledged.
Receipt of \$ Seller or Listing Broker	OPTION (Option Fee) in the	Selling Associate's Email Address of the total sales price where the sales price where	en the Listing Broker's Broker's fee at closing. is acknowledged.
Receipt of \$ Seller or Listing Broker Receipt of □Contract and □\$is acknowledged.	OPTION (Option Fee) in the	Selling Associate's Email Address of the total sales price wheted to pay other Broker from Listing FEE RECEIPT of form of	en the Listing Broker's Broker's fee at closing. is acknowledged.
Receipt of \$ Seller or Listing Broker Receipt of □Contract and □\$is acknowledged.	OPTION (Option Fee) in the	Selling Associate's Email Address of the total sales price whated to pay other Broker from Listing FEE RECEIPT form of Date LRNEST MONEY RECEIPT Earnest Money in the form of Date:	en the Listing Broker's Broker's fee at closing. is acknowledged.
Receipt of \$ Seller or Listing Broker Receipt of □Contract and □\$is acknowledged. Escrow Agent:	OPTION (Option Fee) in the	Selling Associate's Email Address of the total sales price where the description of t	en the Listing Broker's Broker's fee at closing. is acknowledged.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-29-2010

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions __(Seller) 1. PARTIES: The parties to this contract are ___ _____(Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below. 2. PROPERTY: Lot ______, Block ______, Addition, City of ______, County of ______, Texas, known as_ (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). 3. SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing...... \$______ B. Sum of all financing described below (excluding any loan funding 4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$_____(excluding any loan funding fee or mortgage insurance premium).

(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer. prior to closing and the earnest money will be refunded to Buyer.

(2) Credit Approval: (Check one box only)

(a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

(b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

C. SELLER FINANCING: A promissory note from Buyer to Seller of \$______, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance. 5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$___ after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default. 6. TITLE POLICY: Seller shall furnish to Buyer at Deller's Deller's expense an owner policy of title insurance (Title Policy) issued by (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.

(2) The standard printed exception for standby fees, taxes and assessments.

(3) Liens created as part of the financing described in Paragraph 4.

(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. Property is located. (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights.(7) The standard printed exception as to waters, tidelands, beaches, streams, and related (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

ontract Concerning	_Page 2 of 8	11-29-2010
(Address of Property)		
B. COMMITMENT: Within 20 days after the Title Company receives a copy of shall furnish to Buyer a commitment for title insurance (Commitme expense, legible copies of restrictive covenants and documents evidencing Commitment (Exception Documents) other than the standard printed authorizes the Title Company to deliver the Commitment and Exception Documents address shown in Paragraph 21. If the Commitment and Exception delivered to Buyer within the specified time, the time for delivery will be authorized.	nt) and, at ng exceptions exceptions cuments to n Document	Buyer's ns in the Seller Buyer at s are not
up to 15 days or the Closing Date, whichever is earlier. C. SURVEY: The survey must be made by a registered professional land sur the Title Company and Buyer's lender(s). (Check one box only) (1) Within days after the effective date of this contract, Seller's and Title Company Seller's existing survey of the Property and Property Affidavit promulgated by the Texas Department of Insura	hall furnish a Resider	to Buyer itial Real
If Seller fails to furnish the existing survey or affidavit prescribed, Buyer shall obtain a new survey at Seller's expendance of the existing survey or affidavit is not appropriate to Closing Date. If the existing survey or affidavit is not appropriate to Closing Date.	: within t ise no late ot acceptab	ne time r than 3 le to litle
Company or Buyer's lender(s), Buyer shall obtain a new survey at expense no later than 3 days prior to Closing Date. (2) Within days after the effective date of this contract, Buyer survey at Buyer's expense. Buyer is deemed to receive the survey of	· shall obtai	n a new
receipt or the date specified in this paragraph, whichever is earlier. (3) Within days after the effective date of this contract, Seller shall furnish a new survey to Buyer.	, at Seller's	expense
D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or en disclosed on the survey other than items 6A(1) through (7) above; Commitment other than items 6A(1) through (8) above; (ii) any portion of a special flood hazard area (Zone V or A) as shown on the current Management Agency map; or (iii) any exceptions which prohibit the following	or disclose the Propert Federal Er	d in the y lying in nergency
Buyer must object the earlier of (i) the Closing Date or (ii) days afte Commitment, Exception Documents, and the survey. Buyer's failure to obtail allowed will constitute a waiver of Buyer's right to object; except that Schedule C of the Commitment are not waived. Provided Seller is not obtained, Seller shall cure the timely objections of Buyer or any third particularly after Seller receives the objections and the Closing Date will be extend objections are not cured within such 15 day period, this contract will terming money will be refunded to Buyer unless Buyer waives the objections. E. TITLE NOTICES:	the require bligated to rty lender ded as nece	ments in incur any within 15 ssarv. If
(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract Property examined by an attorney of Buyer's selection, or Buyer should obtain a Title Policy. If a Title Policy is furnished, the Commitment reviewed by an attorney of Buyer's choice due to the time limitations	be furnishe should be	d with or promptly
object. (2) PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP: lis not subject to mandatory membership in a property owners as Property is subject to mandatory membership in a property owners as notifies Buyer under §5.012, Texas Property Code, that, as a purchas the residential community identified in Paragraph 2 in which the Property are obligated to be a member of the property owners association(s). Regoverning the use and occupancy of the Property and a dedicatory instruction the establishment, maintenance, and operation of this residential commulation will be recorded in the Real Property Records of the county in which the Copies of the restrictive covenants and dedicatory instrument may be county clerk. You are obligated to pay assessments to the property own The amount of the assessments is subject to change. Your failure to proculd result in a lien on and the foreclosure of the Property. If Buyer is these matters, the TREC promulgated Addendum for Property association.	sociation(s) ssociation(s) ssociation(s) ser of project is local estrictive control of the strument grounity have property is obtained for association of the assect concerned of the strumenty Subject is sociation of the strumenty Subject is sociation of the strument is sociated by), Seller perty in ted, you overants overning been or located. From the ation(s), ssments d about ject to
(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility created district providing water, sewer, drainage, or flood control fac Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to notice relating to the tax rate, bonded indebtedness, or standby fee of	cilities and to sign the	services, statutory
final execution of this contract. (4) TIDE WATERS: If the Property abuts the tidally influenced waters of Texas Natural Resources Code, requires a notice regarding coastal a included in the contract. An addendum containing the notice promiting the parties must be used.	area proper	ty to be

TREC NO. 9-8

Initialed for identification by Buyer_____ and Seller _____

Contract Concerning	Pag (Address of Property)	ge 3 of 8 <u>11-29-2010</u>
Buyer under §5.011, Te in the extraterritorial just annexation by the multiple boundaries and extrater municipality's extraterritorial jurisdictic Property for further info (6) PROPERTY LOCATED IN	operty is located outside the limits of a municipalities of a municipalities of a municipalities of a municipality and may now or urisdiction of a municipality and may now or lat unicipality. Each municipality maintains a map rritorial jurisdiction. To determine if the Property is torial jurisdiction or is likely to be located within on, contact all municipalities located in the general rmation. A CERTIFICATED SERVICE AREA OF A UTILITY SER	later be included er be subject to that depicts its located within a a municipality's proximity of the VICE PROVIDER:
you are about to purch which is authorized by certificated area. If your or charges that you will There may be a period water or sewer service t certificated area and co be required to pay and to your property. The notice at or before the described in Paragraph (7) PUBLIC IMPROVEMENT §5.014, Property Code, parcel of real property for an improvement property of the information concerns assessment may be obtained in a lien on and the (8) TEXAS AGRICULTURAL I	elopment District. For additional information, co	ver service area, properties in the y be special costs or sewer service. Essary to provide e property is in a cost that you will or sewer service of the foregoing the real property ovement district, purchaser of this cipality or county ider Chapter 372, odic installments. The assessments could is not located in a
A. ACCESS, INSPECTIONS AN to the Property at reason selected by Buyer and lice Seller at Seller's expense s NOTICE: Buyer should de Buyer's needs. B. ACCEPTANCE OF PROPERT	ND UTILITIES: Seller shall permit Buyer and Buyer able times. Buyer may have the Property inspect ensed by TREC or otherwise permitted by law to not the hall turn on existing utilities for inspections. Itermine the availability of utilities to the Property of CONDITION: (Check one box only)	ed by inspectors nake inspections.
(2) Buyer accepts the shall complete the f	Property in its present condition. Property in its present condition provided Seller, at ollowing specific repairs and treatments:	.(Do not insert
NOTICE TO BUYER AND Scondition under Paragraph under Paragraph 7A, from from terminating this control C. COMPLETION OF REPAIRS: repairs prior to the Closing performed by persons who At Buyer's election, any travel by the control of the Closing Date, and the Closing Date will be exprior to the Closing Date, and the Closing Date will be exprior to the Closing Date, and the Closing Date will be exprior to the Closing Date, and the Closing Date will be exprior to the Closing Date, and the Closing Date will be exprior to the Closing Date, and the Closing Date will be exprior to the Closing Date, and the Closing Date, and the Closing Date will be exprised by the Closing Including asbestos and with the Closing Date will be exproperty. If Buyer is concered by the parties should be property. If Buyer is concered by the parties should be property. If Discussion is an application of the Property; (3) any environmental haza (4) any dumpsite, landfill, of the Property;	Except as otherwise disclosed in this contract:	ty in its present ting the Property tamendment, or mplete all agreed in repairs must be vide such repairs. Seller at closing. Seller at closing. Toxic substances, presence of a mided use of the ated by TREC or seller affecting the ment affecting the
Property; Initialed for identification by Buyer	and Seller	TREC NO. 9-

TREC NO. 9-8

(5) any wetlands, as defined by federal or state law or regulation, affecting the Property. 8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees ar separate written agreements. 9. CLOSING: A. The closing of the sale will be on or before after objections made under Paragraph 6D have been curred or waived, whichev (Closing Date). If either party fails to close the sale by the Closing bate, the party may exercise the remedies contained in Paragraph 15. B. At Colosing: (1) Seller shall execute and deliver a general warranty deed conveying title to the Buyer and showing no additional exceptions to those permitted in Paragraph tax statements or certificates showing no delinquent taxes on the Property. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3)Seller and Buyer shall execute and deliver any notices, statements, certificates all the issuance of the Title Policy. (4)There will be no liens, assessments, or security interests against the Property be satisfied out of the sales proceeds unless securing the payment of any loa Buyer and assumed loans will not be in default. (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lemove-in condition form signed by the tenant, If any, and (ii) transfer security defined under \$92.102, Property Code), if any, to Buyer, in such an even deliver to the tenant a sioned statement acknowledging that the Buyer in a security deposit and in the security deposit, and exact dollar amount of the security deposit, and exact dollar amount of the security deposit, and exact dollar amount of the security deposit, and exact dollar alias pay an amount not to exceed \$ to be a following order: Buyer's Expenses which Buyer is prohibited from paying Texas Veterans Land Board or other governments or proparation of dees excow fee; and other expenses payable by Seller under this contract. (b)Seller shall also pay an amount not to exceed \$ to be a following order: Buyer's Expenses which Buyer is prohibite	Page 4 of 8 11-29-2010	Contract Concerning (Address of Property)
separate written agreements. 9. CLOSING: A. The closing of the sale will be on or before after objections made under Paragraph 6D have been cured or walved, whicheve (Closing Date). If either party fails to close the sale by the Closing Date, the party may exercise the remedies contained in Paragraph 15. B. At closing: (1) Seller shall execute and deliver a general warranty deed conveying title to the Buyer and showing no additional exceptions to those permitted in Paragraph tax statements or certificates showing no delinquent taxes on the Property. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3)Seller and Buyer shall execute and deliver any notices, statements, certifice releases, loan documents and other documents reasonably required for the sale and the issuance of the Title Policy. (4)There will be no liens, assessments, or security interests against the Property be satisfied out of the sales proceeds unless securing the payment of any loa Buyer and assumed loans will not be in default. (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lemove-in condition form signed by the tenant, if any, and (ii) transfer security defined under \$92.102, Property Code), if any, to Buyer. In such an every deliver to the tenant a signed statement acknowleding that the Buyer has security deposit and is responsible for the return of the security deposit, and exact dollar amount of the security deposit. 10.POSSESSION: Seller shall deliver to Buyer possession of the Property in its press condition upon closing and funding. 11.SPECIAL PROVISIONS: (Insert only factual statements and business details ap sale. TREC rules prohibit licensees from adding factual statements or business details ap sale. TREC rules prohibit, the security deposit and the response payable by Seller (Seller's Expenses): (A) Seller's loan liability, tax statements or certificates; preparation of dee escrow fee; and other expenses spayable by Seller under this contract. (b) Seller shall	ne Property; or erty.	(5) any wetlands, as defined by federal or state law or regulation, at
A. The closing of the sale will be on or before of the objections made under Paragraph 6D have been cured or waived, whichey (Closing Date). If either party fails to close the sale by the Closing Date, the party may exercise the remedies contained in Paragraph 15. B. At closing: (1) Seller shall execute and deliver a general warranty deed conveying title to the Buyer and showing no additional exceptions to those permitted in Paragraph tax statements or certificates showing no delinquent taxes on the Property. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3) Seller and Buyer shall execute and deliver any notices, statements, certificate releases, loan documents and other documents reasonably required for the sale and the issuance of the Title Policy. (4) There will be no liens, assessments, or security interests against the Property be satisfied out of the sales proceeds unless securing the payment of any load Buyer and assumed loans will not be in default. (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lemove-in condition form signed by the tenant, if any, and (ii) transfer security defined under \$92.102. Property Code), if any, to Buyer. In such an every deliver to the tenant a signed statement acknowledging that the Buyer has security deposit and is responsible for the return of the security deposit, and exact dollar amount of the security deposit. 10.POSSESSION: Seller shall deliver to Buyer possession of the Property in its presecondition upon closing and funding. 11.SPECTAL PROVISIONS: (Insert only factual statements and business details ap sale. TREC rules prohibit licensees from adding factual statements or business details ap sale. Trect on a liability; tax statements or certificates; preparation of dee escrow fee; and other expenses payable by Seller under this contract. (b) Seller shall also pay an amount not to exceed \$\frac{1}{2}\$ following order: Buyer's Expenses which Buyer is prohibited from paying Texas Veterans Land	es are contained in	 BROKERS' FEES: All obligations of the parties for payment of broseparate written agreements.
10.POSSESSION: Seller shall deliver to Buyer possession of the Property in its press condition upon closing and funding. 11.SPECIAL PROVISIONS: (Insert only factual statements and business details ap sale. TREC rules prohibit licensees from adding factual statements or business deta contract addendum or other form has been promulgated by TREC for mandatory use contract addendum or other form has been promulgated by TREC for mandatory use (1)Expenses payable by Seller (Seller's Expenses): (a)Releases of existing liens, including prepayment penalties and recording for Seller's loan liability; tax statements or certificates; preparation of dee escrow fee; and other expenses payable by Seller under this contract. (b)Seller shall also pay an amount not to exceed \$ to be a following order: Buyer's Expenses which Buyer is prohibited from paying Texas Veterans Land Board or other governmental loan programs, and Buyer's Expenses as allowed by the lender. (2)Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan ap adjusted origination charges; credit reports; preparation of loan documents; in notes from date of disbursement to one month prior to dates of payments; recording fees; copies of easements and restrictions; loan title endorsements required by lender; loan-related inspection fees; photos;	the non-defaulting to the Property to graph 6 and furnish by. gent. tificates, affidavits, the closing of the perty which will not y loans assumed by the lease(s) and the ecurity deposits (as event, Buyer shall or has received the	 A. The closing of the sale will be on or before after objections made under Paragraph 6D have been cured or wai (Closing Date). If either party fails to close the sale by the Closing party may exercise the remedies contained in Paragraph 15. B. At closing: Seller shall execute and deliver a general warranty deed conve Buyer and showing no additional exceptions to those permitted tax statements or certificates showing no delinquent taxes on th Buyer shall pay the Sales Price in good funds acceptable to the editor and Buyer shall execute and deliver any notices, statem releases, loan documents and other documents reasonably required sale and the issuance of the Title Policy. There will be no liens, assessments, or security interests against be satisfied out of the sales proceeds unless securing the payments be satisfied out of the sales proceeds unless securing the payments and assumed loans will not be in default. If the Property is subject to a lease, Seller shall (i) deliver to move-in condition form signed by the tenant, if any, and (ii) the defined under \$92.102, Property Code), if any, to Buyer. In deliver to the tenant a signed statement acknowledging that security deposit and is responsible for the return of the security
12.SETTLEMENT AND OTHER EXPENSES: A. The following expenses must be paid at or prior to closing: (1)Expenses payable by Seller (Seller's Expenses): (a)Releases of existing liens, including prepayment penalties and recording for Seller's loan liability; tax statements or certificates; preparation of dee escrow fee; and other expenses payable by Seller under this contract. (b)Seller shall also pay an amount not to exceed \$ to be a following order: Buyer's Expenses which Buyer is prohibited from paying Texas Veterans Land Board or other governmental loan programs, and Buyer's Expenses as allowed by the lender. (2)Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan ap adjusted origination charges; credit reports; preparation of loan documents; in notes from date of disbursement to one month prior to dates of payments; recording fees; copies of easements and restrictions; loan tit endorsements required by lender; loan-related inspection fees; photos;	ls applicable to the	 10.POSSESSION: Seller shall deliver to Buyer possession of the Proper condition upon closing and funding. 11.SPECIAL PROVISIONS: (Insert only factual statements and business)
A. The following expenses must be paid at or prior to closing: (1)Expenses payable by Seller (Seller's Expenses): (a)Releases of existing liens, including prepayment penalties and recording for Seller's loan liability; tax statements or certificates; preparation of deer escrow fee; and other expenses payable by Seller under this contract. (b)Seller shall also pay an amount not to exceed \$		
A. The following expenses must be paid at or prior to closing: (1)Expenses payable by Seller (Seller's Expenses): (a)Releases of existing liens, including prepayment penalties and recording for Seller's loan liability; tax statements or certificates; preparation of deer escrow fee; and other expenses payable by Seller under this contract. (b)Seller shall also pay an amount not to exceed \$		12 CETTIEMENT AND OTHER EVDENCES:
and hazard insurance, reserve deposits for insurance, ad valorem taxe governmental assessments; final compliance inspection; courier fee; repair underwriting fee; wire transfer fee; expenses incident to any loan; Prix Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance I as required by the lender; and other expenses payable by Buyer under this co B. If any expense exceeds an amount expressly stated in this contract for such expensional states.	deed; one-half of the aying by FHA, VA, and then to other application fees; its; interest on the es of first monthly in title policy with otos; amortization premiums for flood taxes and special repair inspection; Private Mortgage is contract. expense to be paid	A. The following expenses must be paid at or prior to closing: (1)Expenses payable by Seller (Seller's Expenses): (a)Releases of existing liens, including prepayment penalties and Seller's loan liability; tax statements or certificates; preparescrow fee; and other expenses payable by Seller under this complete to the second secret following order: Buyer's Expenses which Buyer is prohibited. Texas Veterans Land Board or other governmental loan propagate for the second seco

	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. B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
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 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.	A. 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, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, 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. B. Seller automatically waives Seller's right to enforce specific performance if Seller fails to file a petition for specific performance within 45 days after the Closing Date as specified in Paragraph 9 or as extended in a written amendment in escrow agent's possession. Buyer automatically waives Buyer's right to enforce specific performance if Buyer fails to file a petition for specific performance within 45 days after the Closing Date as specified in Paragraph 9 or as extended in a written amendment in escrow agent's possession. The party filing the petition for specific performance must send a copy of the petition to escrow agent at the time the petition is filed.
16	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 will not 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

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, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from

(Address of Property)

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

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents 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

Veterans Land Board or other governmental loan program regulations.

Contract Concerning ___

13. PRORATIONS AND ROLLBACK TAXES:

institution is acting as escrow agent.

Initialed for identification by Buyer_____ and Seller _____

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Contract Concerning(Addre	
•	id expenses incurred on behalf of the party receiving
release of earnest money to each part release and deliver same to the escrow either party may make a written demand one party makes written demand for the a copy of the demand to the other party the demand from the other party with money to the party making demand receiving the earnest creditors. If escrow agent complies with releases escrow agent from all adverse to D. DAMAGES: Any party who wrongfully escrow agent within 7 days of receipt liquidated damages in an amount equal earnest money; (ii) the earnest money; suit.	ntract, either party or the escrow agent may send any and the parties shall execute counterparts of the vagent. If either party fails to execute the release, of to the escrow agent for the earnest money. If only elearnest money, escrow agent shall promptly provide in 15 days, escrow agent may disburse the earnest duced by the amount of unpaid expenses incurred or to money and escrow agent may pay the same to the provisions of this paragraph, each party hereby laims related to the disbursal of the earnest money. Fails or refuses to sign a release acceptable to the of the request will be liable to the other party for all to the sum of: (i) three times the amount of the (iii) reasonable attorney's fees; and (iv) all costs of
F. NOTICES: Escrow agent's notices will b	e effective when sent in compliance with Paragraph II be deemed effective upon receipt by escrow agent.
19. REPRESENTATIONS: All covenants, repre-	esentations and warranties in this contract survive his contract is untrue on the Closing Date, Seller will by written agreement, Seller may continue to show
if Seller fails to deliver an affidavit to Buyer withhold from the sales proceeds an amou deliver the same to the Internal Revenue S	is a "foreign person," as defined by applicable law, or that Seller is not a "foreign person," then Buyer shall int sufficient to comply with applicable tax law and ervice together with appropriate tax forms. Internal written reports if currency in excess of specified
	ne other must be in writing and are effective when
mailed to, hand-delivered at, or transmitted	by facsimile or electronic transmission as follows:
To Buyer at:	To Seller at:
To Buyer at:	,
Telephone: ()	,
Telephone: ()	Telephone: ()
Telephone: () Facsimile: ()	Telephone: () Facsimile: ()
Telephone: () Facsimile: () E-mail: 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their writte contract are (check all applicable boxes):	Telephone: (
Telephone: () Facsimile: () E-mail: 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their writte contract are (check all applicable boxes): Third Party Financing Addendum for Credit Approval	Telephone: () Facsimile: () E-mail: t contains the entire agreement of the parties and en agreement. Addenda which are a part of this Addendum for "Back-Up" Contract
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Telephone: () Facsimile: () E-mail: 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their writte contract are (check all applicable boxes): Third Party Financing Addendum for Credit Approval Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property	Telephone: () Facsimile: () E-mail: t contains the entire agreement of the parties and en agreement. Addenda which are a part of this Addendum for "Back-Up" Contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum Addendum for Property Located Seaward
Telephone: () Facsimile: () E-mail: 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their writted contract are (check all applicable boxes): Third Party Financing Addendum for Credit Approval Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association	Telephone: () Facsimile: () E-mail: t contains the entire agreement of the parties and en agreement. Addenda which are a part of this Addendum for "Back-Up" Contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
Telephone: () Facsimile: () E-mail: 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their writted contract are (check all applicable boxes): Third Party Financing Addendum for Credit Approval Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease	Telephone: () Facsimile: () E-mail: t contains the entire agreement of the parties and agreement. Addenda which are a part of this Addendum for "Back-Up" Contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum Addendum for Property Located Seaward of the Gulf Intracoastal Waterway Addendum for Sale of Other Property by

TREC NO. 9-8

Contract Concerning(Ad	Page 7 of 8 11-29-2010 dress of Property)
23. TERMINATION OPTION: For nomin acknowledged by Seller, and Buyer's agree within 2 days after the effective date of the terminate this contract by giving notice of effective date of this contract (Option Pering Buyer fails to pay the Option Fee to Sell a part of this contract and Buyer shall not a part of this contract and Buyer shall not lif Buyer gives notice of termination with refunded; however, any earnest money was not be credited to the Sales Price at closin strict compliance with the time for pering the sales and sales are the sales of	al consideration, the receipt of which is hereby seement to pay Seller \$
24. CONSULT AN ATTORNEY: TREC rules READ THIS CONTRACT CAREFULLY. If you an attorney BEFORE signing.	prohibit real estate licensees from giving legal advice. A u do not understand the effect of this contract, consult
Buyer's Attorney is:	Seller's Attorney is:
Telephone: ()	Telephone: ()
Facsimile: ()	Facsimile: ()
E-mail:	E-mail:
EXECUTED theday of (BROKER: FILL IN THE DATE OF FINAL AC	
Buyer	Seller
Buyer	Seller

Contract Concerning Page 8 of 8 11-29-2010 (Address of Property)			
٨	BROKER	INFORMATION	
Other Broker Firm represents	License No.	Listing Broker Firm License No. represents Seller and Buyer as an intermediary Seller only as Seller's agent	
Licensed Supervisor of Associate	Telephone		
Associate	Telephone	Listing Associate Telephone	
Other Broker's Address	Facsimile	Listing Broker's Office Address Facsimile	
City State	Zìp	City State Zip	
Associate Email Address		Listing Associate's Email Address	
		Selling Associate Telephone	
		Selling Associate's Office Address Facsimile	
		City State Zip	
		Selling Associate's Email Address	
Listing Broker has agreed to pay Other fee is received. Escrow agent is authori	Broker_ zed and direc	of the total sales price when the Listing Broker's ted to pay other Broker from Listing Broker's fee at closing.	
OPTION FEE RECEIPT			
Receipt of \$(Opti	on Fee) in the	e form of is acknowledged.	
Seller or Listing Broker		Date	
CONTRACT AND EARNEST MONEY RECEIPT			
is acknowledged.		Earnest Money in the form of	
Ву:		Email Address	
Address		Telephone ()	
City St	ate	Facsimile: ()	



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-15-2010

DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Real Estate Commission. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. You may obtain a list of the residential service companies licensed in Texas at http://www.trec.state.tx.us as well as a copy of their respective contracts. **YOU MAY CHOOSE ANY COMPANY.**

THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL. The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the residential service company and extent of coverage lies with the buyer. NEITHER A BROKER/SALESPERSON NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.

RESIDENTIAL SERVICE CONTRACT.	
RELATIONSHIP(S) WITH BROKER(S)/SALESPE	RSON(S)
Other Broker/Salesperson will receive no compensation from a residential service company.	Listing Broker/Salesperson will receive no compensation from a residential service company.
Other Broker/Salesperson receives compensation from the following residential service company	Listing Broker/Salesperson receives compensa- tion from the following residential service company
for providing the following services to buyers and sellers of real estate:	for providing the following services to buyers and sellers of real estate:
The compensation is not contingent upon a party to services from the residential service company.	the real estate transaction purchasing a contract or
an agent, provides to the company. As required by	ting Broker or Other Broker, either directly or through the Real Estate Settlement Procedures Act and HUD ces provider are limited to the reasonable value of
Other Broker's Name License No.	Listing Broker's Name License No.
By:	Ву:
The undersigned acknowledges receipt of this notice	
Buyer	Seller
Buver	Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544 (http://www.trec.state.tx.us) RSC 1.



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC) FOR VOLUNTARY USE

11-29-2010

NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

and clear of all encumbrances. C. Seller does not warrant or guarantee the condition or future performance of the personveyed by this document. Buyer Seller	
and clear of all encumbrances. C. Seller does not warrant or guarantee the condition or future performance of the personveyed by this document. Buyer Seller	
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Buyer Seller	
	- Andrew State Control of the Contro
This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal	
TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-654 www.trec.state.tx.us)	