EXHIBIT A

AFFIDAVIT OF MICHELE TURNQUIST

STATE OF TEXAS

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COUNTY OF TRAVIS

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BEFORE ME, the undersigned authority, on this day personally appeared Michele Turnquist, known to me to be the person whose name is subscribed hereto and after being duly sworn and under oath stated as follows:

- My name is Michele Turnquist and I am over the age of 18, am competent to make this affidavit which is based on my personal knowledge.
- I am a licensed real estate sales person in the state of Texas. I was first licensed in 1978 and have worked in the Austin real estate market as a real estate agent ever since. In 1995 I began working as a real estate agent with my sponsoring broker, Turnquist Partners Realtors, Inc. In 2015, Turnquist Partners Realtors Inc. became affiliated with Engels & Völkers, and since that time my company has conducted business under the name of Engels & Völkers Austin ("EVA").
- 3. For over three decades, I have focused on luxury real estate in the Austin, Texas real estate market. EVA currently sponsors 100 real estate agents under its umbrella and in 2019 EVA Austin closed over 550 million in total sales. In 2018 I personally closed over 30 million dollars in sales of real property and my daughter Kathryn Scarborough, also a licensed sales person closed over 70 million in total sales. We are consistently listed as two of the top producing real estate agents in the Austin, Texas market. I have been recognized by Luxury League, Elite 25 Austin, and Austin Business Journal as a top producer in the Austin luxury market. I was recently inducted into EVA Private Office, an exclusive group of 31 real estate advisors comprising the top 1% globally of EVA. In addition, I am a founding member of the President's Advisory Council for Brokerage Leadership in North America.
- Over the course of my career, I have used several different title companies to close my clients' sales. Title insurance companies regularly court the business of myself and other top producers in town. Typically, title insurance companies will come to our offices and attend our sales meetings and market their services. As all title fees are regulated by the Texas Department of Insurance, such that they charge the same fee for issuing title policies, the only differentiating quality is their level of service. In the Austin real estate market, real estate brokers who represent sellers in a given transaction are the exclusive interface with the title company and constant attention is needed by the escrow officer to ensure a smooth closing. Title officers do not communicate with the seller without the permission of the real estate agent or broker representing the seller. Customary practice in the industry is that the seller's real estate agent is the duly authorized agent of the seller and deals with the title agent as the seller. By that appointment,

we essentially *are* the seller and we communicate with title on the seller's behalf under the express authorization of the listing agreement.

- 5. In Texas, the parties to a real estate transaction do not sign a traditional "escrow agreement" setting forth in detail the duties of the escrow agent and the instructions. Rather, title is opened up by sending them a fully executed sales contract and delivering their client's earnest money at which time the title agent will receipt the earnest money contract and provide copies to all parties. Following that, the real estate agents forward any amendments to that sales contract to the escrow agent. Shortly before closing the escrow agent will ask us (the seller's real estate broker) to provide them with a Commission Disbursement Authorization (CDA), directing the title company how to pay and disburse the broker's commission. As a matter of custom and practice in the Texas real estate industry, title insurance companies follow that CDA and pay the seller's real estate broker as specifically directed in the CDA. The CDA is considered part of the closing instruction. I, as a real estate agent sponsored by my broker EVA representing the seller, am authorized under the listing agreement to give to the title company instructions, including the CDA to ensure my commission is paid. If there is a dispute regarding payment of the commission, the title company will either refuse to close the sale until the parties work out an agreement on payment, or will escrow disputed funds and close the transaction, allowing the parties time after the close to resolve the dispute.
- 6. I have known Jay Southworth, the founder of Independence Title, for over two decades. Since the time he founded Independence Title, Jay and Independence Title have courted me for my business. My connection to him was close as my company had listed one of Jay's personal residences for sale. Throughout the years, I was repeatedly told and promised that Independence Title would "take care of me" and my clients, offer superior service, and ensure a smooth closing.
- In industry practice, a "smooth closing" is a closing where all possible "hiccups" are smoothed out so the closing can proceed. There can be multiple contract amendments and various parties who need to get paid as part of the sale the lender, the real estate brokers, and other parties who may hold liens on the property or otherwise entitled to payment at closing. If there is an issue, title companies will direct the parties to work out any dispute before the sale can be closed.
- 8. As part of industry practice, it is essential that all real estate agents will be paid at closing whatever commissions are due. The basis for this statement is that the seller's real estate agent actually gives the title company the CDA to direct them how to pay the commissions. The title companies have always followed the CDA and pay the commissions due at closing. Real estate brokers and salespersons expect to be paid at closing. If sellers refused to pay their broker the commissions due at the closing table, the real estate brokerage industry would be thrown into chaos. Every seller, since they might be doing only one or two sales in their

lifetime, could suddenly decide at closing to refuse to pay their real estate agent the commissions due. This would break down the industry. Over my career, I have seen some disputes with respect to payments due at closing, usually as between the seller's agent and cooperating broker (representing the buyer). However, title companies never close until the parties have worked out who gets paid what. If generally there are disputes that cannot be resolved, title companies can also escrow the disputed amount and proceed with the sale or they can interplead funds into the court registry.

- 9. In 2018, one of my real estate agents, Lacey Bowen, decided to enter the title industry and go to work for Independence Title. Lacey had worked for me for ten years and was personally close to my daughter Kathryn Scarborough. Quickly after she joined Independence Title, she and the marketing director for Independence Title, Melinda Carroll, called on Kathryn and me to obtain our business. Before Lacey joined Independence Title, I rarely used Independence But Lacey soon began to attend our sales meetings and marketed Independence Title's services to me and Kathryn. Another Independence Title employee, Melinda Carroll, also courted me for my business. Melinda was the marketing manager for Independence Title. Lacey, along with Melinda Carroll, promised me that I would be taken care of if I referred them business. As part of its campaign to win my business, Independence Title began sponsoring EVA in a number of ways, including sponsoring a television show I produced and aired showing my listings and additionally sponsored a luncheon Kathryn held for the Elite 25 agent group.
- 10. For me, when I was promised that Independence Title would provide me with superior service and "take care of me" that meant that they would follow industry practice and ensure that I am paid whatever commission is due me and follow the CDA. As I said before, if sellers could suddenly refuse to pay their real estate agent the commissions set forth in the listing agreements at the closing table, the entire industry would fall into chaos. At no point was I ever informed by Independence Title that if a seller objected to my commission at the closing table, that they would nonetheless proceed with closing and follow the seller's instruction notwithstanding my CDA which I have the right to issue to the title companies under the state mandated written listing agreement.
- 11. In reliance on these promises, my daughter Kathryn and I referred them the majority of our business in 2018. I would estimate that we referred them at least 90% of our business, which was collectively over \$80 million in total sales in 2018.
- On October 6, 2017, I entered into 2 written listing agreements ("Listing Agreements") with Robert Turner to sell two parcels of property on Tortuga Lane in the Mount Bonnell area of Austin. A true and correct copy of these Listing Agreements are attached hereto as Exhibit 1 and 2. In the Listing Agreements, Robert Turner appointed EVA as its exclusive agent to market the

properties for sale. Specifically, the Listing Agreements covered the sale of two adjacent parcels of property located at 5201 and 5203 Tortuga Trail, Austin, Travis County, Texas ("Tortuga Properties"). 5201 Tortuga Trail was listed for \$9,995,000.00 and 5203 Tortuga was listed for \$2,995,000.00. These were significant listings that would require and fair amount of marketing and networking with other professionals handling the Austin luxury market.

- 13. Paragraph 5(A) of the Listing Agreements provided that when earned and payable, 'Seller would pay Broker 5% of the sales price and 4.5% if Kathryn Scarborough and Michele Turnquist acts as intermediary between both buyer and seller'. Paragraph 5(B) and (C) of the Listing Agreements provided as follows:
 - B. Earned: Brokers' compensation is earned when any one of the following occurs during this Listing:
 - (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange or agrees to option the Property to anyone at any price on any terms;
 - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
 - (3) Seller breaches this Listing.²
 - C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:
 - (1) The closing and funding of any sale or exchange of all or part of the Property;
 - (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
 - (3) Seller's breach of this Listing; or
 - (4) At such time as otherwise set forth in this Listing.3
- 14. In addition, in Paragraph 5(G) of the Listing Agreements Robert Turner authorized the escrow or closing agent and directed the Broker to instruct the escrow or closing agent to collect and disburse the commission as follows:
 - G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the

¹ See Exhibit 1 and 2, at Page 2, Paragraphs 5(a) and 5(B) of Listing Agreements.

² See Exhibit 1, at Page 2, Paragraph 5(B) of Listing Agreements.

See Exhibit 2, at Page 2, Paragraph 5(C) of Listing Agreements.

purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

- 15. In relation to the Tortuga Properties, 1 and Kathryn worked over 30 months in marketing the properties, and on July 18, 2018 the properties went under contract. Specifically, Robert Turner and his wife Lesli Turner entered into two separate real estate sale contracts ("Contracts") to sell the Tortuga Properties. A true and correct copy of the Contracts are attached hereto as Exhibit 3 and 4. Both Contracts named "Independence Title-Carol Bellomy" as escrow agent to close the transactions. EVA was named in the Contracts as the listing broker representing the Turners and its agent, Kathryn Scarborough, as the listing associate for EVA who were entitled to receive commissions. The buyer of the Tortuga Properties was listed as Lauree Z. Moffett and she was not represented by any real estate broker and thus no cooperating broker was named in the Contracts.
- 16. Just prior to the closing that occurred on August 15, 2018 Carol Bellomy at Independence Title requested disbursement instructions from EVA so that Independence Title could prepare the settlement statement and include the commission that was due and payable by Robert Turner. EVA delivered the disbursement authorization and commission amounts to Carol Bellomy in writing via email as requested and as was customary for EVA and Independence. After several days, Carol Bellomy prepared the preliminary settlement statement for the Seller which included the commission due to EVA. Immediately thereafter Turner notified Carol Bellomy and me via email that he disputed the commission and wanted to pay an amount different than what was set forth in the Listing Agreements.
- 17. At that point, Carol Bellomy on behalf of Independence Title, requested a copy of the Listing Agreements for Independence Title Company's review. Then, both Turner's attorney and my attorney sent written instructions to Independence Title Company. Turner claimed that a 2.5% commission was owed to me despite having no basis for such modification from the written Listing Agreements or any amendment to that Listing Agreements. EVA instructed Independence Title Company to disburse the commission to EVA under its authority set forth in the Listing Agreements. Turner refused to pay the amount instructed by EVA, and then instructed Independence to only pay EVA a 2% commission.
- 18. Independence Title did not offer to nor did they escrow the balance of the commission that Turner refused to pay, despite the fact that the 5% commission was set forth in the and despite EVA's written instructions to pay that commission.
- 19. As a result of the actions of Turner and Independence, EVA has not been paid the remaining balance as set forth in the Listing Agreements which totals \$336,000.00.

20. Throughout all times described herein, Turner never revoked my Listing Agreements, and never revoked the authority given to EVA under the Listing Agreements.

AFFIANT FURTHER SAID NOT

Executed this 14th day of January, 2020.

By:

Michele\Turnquist

SUBSCRIBED AND SWORN TO before me, by on the 14th day of January, 2020.

Notary Public, State of Texas

LESLIE PAIGE TILSON
NOTARY PUBLIC
10# 126466224
State of Texas
Comm. Exp. 05-15-2021

EXHIBIT A-1



TEXAS ASSOCIATION OF REALTORS'

RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

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rnones	12,970,1956	
E-Mail:k	athryn.scarboroogh@evusa.com	h Fax:
Seller appoin	ote Ricker on Callant	
right to sell th	le Proporty	and exclusive real estate agent and grants to Broker the exclusive
2. PROPERTY:	"Property" moon a li-	
described ex	chistons.	nd, Improvements, and accessories described below, except for a
		and the first for the
A. Land: Lot		. Block
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in Trevis Co	unity	Addition, City of Austin
5201 Tortug	a Trail	County, Texas known as (address/zip code) 76731 (address/zip code) (if Property Is a condominium, eitlech Condominium Addendum.)
1107112. 11: 1	RIM! DIL ACTION	and all other lixtures and improvements attached to the above- thout limitation, the following permanently installed and built-in appliances, values of the province of the state of the st
carpeting, a equipment, security and system, kite cooking eight property. C. Accessories freplace so keys, show	any: all equipment and milrors, celling fans, attle, for mounts and brackets to differ detection equipment, then equipment, garage of ulpment, and all other profits the following described reens, curtains and rods,	and all other fixtures and improvements attached to the above- thout limitation, the following permenently installed and built-in appliances, valances, screens, shutters, awrings, wall-to-wall ans, mall boxes, television antennas and satellite dish system and or felevisions and speakers, healing and alr-conditioning units, wiring, plumbing and lighting fixtures, chandellers, water softener for openers, cleaning equipment, shrubbery, landscaping, outdoor perty owned by Seller and attached to the above-described real related accessories, if any; window air conditioning units, stove, blinds, window shades, drapories and rods, door keys; mailbox bool equipment and maintenance accessories, artificial fireplace sh systems. (ii) garage doors, (iii) entry gates, and (iv) other



	D. Fxclusions: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of nesteroidade.
	removed prior to delivery of possession:
E	Owners' Association: The property D is D is not subject to mandatory membership in a property owners' association.
3. 1	STING PRICE: Saller leady 21 D. L. St.
(L	STING PRICE: Seller instructs Broker to market the Property at the following price: \$9.995,000
S	iller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (sollers
Es	late Commission).
4. TE	RM:
A.	This Listing begins on09/26/2017 and ends at 11:59 p.m. on 07/01/2018
В,	If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.
5. BR	OKER COMPENSATION:
A.	When earned and payable, Seller will pay Broker:
Ø	(1) 5 % of the sales price.
Ø	2) 4.5% If Kathryn Scarborough & Michele Turnquist acts as Intermediary between both buyer and seller.
100	arned: Broker's compensation is earned when any one of the following occurs during this Listing: 1) Seller soils, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
,	 Broker Individually or in cooperation with another broker produces a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or Seller breaches this Listing.
C. E	avable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the
1) the closing and funding of any sale or exchange of all or part of the Property;
) Seller's refusal to sell the Property after Broker's compensation has been earned;) Seller's breach of this Listing; or
) at such time as otherwise set forth in this Listing.
В	oker's compensation is not payable it a sale of the Property does not close or fund as a result of: (i)
91	eller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as regulized by the intract to sell; (ii) loss of ownership due to region or a fire policy as required by the
to	ntract to self. (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Selfer's fallure
fo	restore the Property, as a result of a casualty loss, to its previous condition by the closing date set the a contract for the sale of the Property.
D. QI	ter Compensation:
(1)	Breach by Buyer Under a Confract: If Setter collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise terms.
	by sulf, compromise, settlement, of otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Usting, Seller will pay Broker, after deducting attorney's fees
	atterney's tees
	and the state of t
R-1101) (1-01-14 Initialed for Identification by Broket/Associated Associated Associat

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	sting concerning 5201 Terrings Trail, Austin, TX 78731
- 1	and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently salfing the Property.
11	Service Providers: If Broken refers Seller or a prospective buyer to a service provider (for example, nover, cable company, telecommunications provider, utility, or contractor) Broker may receive a few only the service provider for the referral. Any referral fee Broker receive under this Paragraph D(2) is in addition to any other compensation Broker may receive under this Listing.
	ther Fees and/or Relmbursable Expenses:
-	
F Protei	Miles Desired
	Glion Period:
(1) *P da ag	rotection period "means that time starting the day after this Listing ends and continuing for so ys. "Self" means any transfer of any fee simple Interest in the Property whether by oral or written
se) per	I later than 10 days after this Listing ends, Broker may send Seller written notice specifying the mee of persons whose attention was called to the Property during this Listing. If Seller agrees to I the Property during the protection period to a person named in the notice or to a relative of a son named in the notice. Seller will pay Broker, upon the closing of the sale, the amount Broker and have been entitled to receive it this Listing were still in effect.
(b)	s Paragraph 5E survives fermination of this Listing. This Paragraph 5E will not apply if: Seller agrees to sell the Property during the protection period; the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated; and Seller is obligated to pay the other broker a fee for the sale.
F. County:	All amounts payable to Broker are to be paid in cash in
ALE VALLE	County, Texas.
G. Esorow authoriz to Broke	Authorization: Seller authorizes, and Broker may so instruct, any escrew or closing agent and to close a transaction for the purchase or acquisition of the Property to collect and disburse or all amounts payable to Broker under this Usting.
6. LISTING SE	
A. Broker w fequired Informati	ill tile this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time by MLS rules or 5 days after the date this Listing begins. Soller authorizes Broker to submit on about this Listing and the sale of the Property to the MLS.
Notice for pa MLS I for me profes the M	g: MLS rules require Broker to accurately and timely submit all information the MLS requires rticipation including sold data. MLS rules may require that the information be submitted to the broughout the time, the Listing is in effect. Subscribers to the MLS may use the information arise evaluation or appraisal purposes. Subscribers are other brokers and offer real estate stonals such as appraisars and may include the appraisal district. Any information filed with S becomes the property of the MLS for all purposes. Submission of information to MLS as that persons who use and benefit from the MLS also contribute information.
(TAR-1101) 01-01-14	
Engel & Volkers	3700 Bee Caus Pd #102 Local Per Parkers
437.024	Kathryn Scarbbroogh

B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) until days after the date this Listing begins for the following purpose(s): Upon completion of construction. (NOTE: Do not check if prohibited by Multiple Listing Service(s).) C. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service. Notice: Seller acknowledges and understands that if this option is checked: (1) Seller's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer effects may not be aware that Seller's Property will be aware the subscribe to and participate in the MLS, and their buyer effects may not be aware that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property terms and conditions under which Seller is marketing the Property. 7. ACCESS TO THE PROPERTY: A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to: (1) access the Property at reasonable times; (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and (3) duplicate keys to facilitate convenient and efficient showings of the Property. B. Scheduling Companies: Broket may engage the following companies to schedule appointments and to authorize others to access the Property: Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and combinations to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Sciller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unputhorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox. (1) Broker D is Is not authorized to place a keybox on the Property. (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property. D. Limbility and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Selier or any other person. Selier assumes all risk of any loss, damage, or injury. Except for a loss caused by Broker, Selier will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss: 8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property. (TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate Vry and Sellor (2)

1700 Bee Cave Rd > 102 Austin, 7X 78746512-328-3939

Residential Listing concerning 5201 Tortuga Trail, Austin, TX 76731

Engel & Volkers

Kathryn Scarborough

Residential Listing concerning \$201 Tortuga Trail, Austin, TX 78731
A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filled. Broker ofter to pay the other broker represents the buyer 2.5% of the sales price or \$ 20.1 if the other broker is a subacept.
(2) If the other broker is a subagent; 0 % of the sales price or \$ and
B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filled. Brokers will offer to pay the other broker. (1) if the other broker represents the buyer; 2. % of the sales pice or \$
9. INTERMEDIARY: (Check A or B only.)
A Intermediary Status: Broker may show the Property to Interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorize Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties accordance with one of the following alternatives.
(1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller, and (b) appoint the essociate then servicing the prospective buyer for the same purpose.
(2) It a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller. Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer, and (b) appoint the associate servicing the Seller under this Haling to the Seller for the same
(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act colorly as Broker's Intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
D. B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.
Notice: If Broker acts as an intermediary under Peragraph 9A, Broker and Broker's associates: may not disclose to the prospective buyor that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller; may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer; may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information may not treat a party to the transaction dishonestly; and
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Kathryn Scarborough

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m	ay not di	MAL INFORMAT obtained in confic sclose to Seller ai epresented except	sence from 5e ov confidential	ler except as a information rea	alling red by C	offer or together	& his land Deat
11. B)	ROKER'S	AUTHORITY:					
A.	Broker and neg	will use reasonable of the sale of the sal	e efforts and a he Property.	cd diligently to r	market the Pro	perty for sale,	procure a buye
В.	Broker i is check	s authorized to dis ed:	play this Listin	g on the interne	et without limits	ation unless on	e of the followin
	(1) (2)		want this Listin want the addre	g to be displaye se of the Proper	d on the Intern ly to be displa	et. yed on the Infer	mel.
No	conduct	er understands as searches for III e to their search.	stings on the	ges that, if box internet will	11B(1) is sel not see intor	ected, consum metlan about	iers who this Listing is
C.	Broker is	authorized to mar	ket the Proper	ly with the follow	ring linancing o	optlons:	
	(1) Co (2) V/ (3) Fi (4) Co	AF	L L	(5) Texas Ve (6) Owner Fli (7) Other	terans Land P nancing	rogram	
9	(1) edvi crea lmag	n to other authority erlise the Property uling and placing ges of the Property e a "For Sale" sign e:	by means an advertisement and related in	d methods as B s with interior formation in any	roker determinender and exterior in media and the	photographic a e internet:	and audio-visual
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(consi	sponse to inquiries dering more than fically instructed b	one offer (Bro	live buyers and ker will not discl	other brokers, lose the terms	disclose wheth of any competi	ier the Soller is ing offer unless
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E. B.	roker is n roperty.	ol authorized to e:	xecute any do	cument in the na	ame of or on t	ehall of Seller	concerning the
(TAH-1101)	01-01-14	Initiated for Identific	cation by Broker//	Acsociate MT	and Soller 17.7		Page G of 10
Engel & Vol	lkers			TX 78746512-328		Kathrya Scarbe	-

Resid	ential Listing concerning 5201 Tortuga Traff, Austin, TX 78731
	ELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that: Seller has fee simple-title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
θ.	Seller IS not bound by a listing agreement with another higher for the
	any pool or spa and any required enclosures (ences gates and lalches comply with a
	laws and ordinances; no person or entity has any right to purchase, lease, or acquire the Property by an option, right of
	Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association loes, and taxes, except
	Selver is not aware of any liens or other encumbrances against the Properly,
G.	the Property is not subject to the jurisdiction of any court;
п.	sul-miormation relating to the Property Seller provides to Broker is true and correct to the best of
t.	the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is:
13, SEI	LER'S ADDITIONAL PROMISES. Saller persons to:
. 776	COUNTING WITH DIOKALIO ISCIIII I THE STOWING MENTALING AND
a.,	OVER COLD OF REAL PROPERTY CORDS TWO LIES AND THE PARTY OF THE PARTY O
	with any prospective puver who may contact Saller directly but and
10;	not enter into a listing agreement with another broker for the sale, exchange, lease, or management of
- 3	he Property to become effective during this Listing without Broker's prior written approval;
Ц.	omplete any disclosure: or notices required by law or a contract to sell the Property; and
1,51, 39	mend any applicable notices and disclosures it any material change occurs during this Listing.
	TATION OF LIABILITY:
A. If	the Property Is or becomes vacant during this Listing, Soller must notify Seller's casually insurance
- 8	ecurity of the Property nor for inspecting the Property on any periodic basis.
B. Br	oker is not responsible or liable in any manner for personal injury to any person or for loss or make to any person's real or personal property resulting from any act or emission not caused Broker's peolicetres, includes but not liable to resulting from any act or emission not caused
	other brokers, their associates increases to more or damages caused by:
.(2)	to access the Property; other brokers or their associates who may have information about the Property on their websites:
(4)	acts of third parties (for example, varidalism or theit); freezing water pipes;
(5)	# dangerous condition on the Property:
(6)	the Property's non-compliance with any law or ordinance; or Seller, negligently or otherwise.
TAR-1101) (11-01-14 Initialed for Identification by Broker/Associated That and Sellor 171. Page 7 of 10
ngel & Volk	2700 11- 5 11-100 11-
	5700 Nee Cave Rd Fill? Austin, TX 78746 \$12-328-3939 Kalluyn Scarbarough

C. Seller agrees to protect, defend, indemnity, and hold Broker harmless from any damage, costs attomay's fees, and expenses that: (1) are custed by Seller, negliginally or otherwise; (2) arise from Seller's failure to disclose any material or relevant information about the Property or (3) are caused by Seller negliginally or otherwise; (3) are caused by Seller giving incorrect information to any person. 15. SPECIAL PROVISIONS: (W. Discovery to evenien a pocket listing until instructed by seller in list on ective MES market: (W. Discovery to evenien a pocket listing until instructed by seller in list on ective MES market: (I) Seller te liev foe replacement of signs. (R.) 16. DEFAULT: If Seller breaches this Usting, Soller is in default and will be liable to Broker to empensation and seller in the Broker's compensation appended in Paragraph 5A and any other compensation Broker is compensation appended in Paragraph 5A and any other compensation Broker is compensation appended in the Broker's compensation appended in the seller proceeding that listing in a saids price in order than the event of an exchange or breach of this Usting, the Listing, Prote will be the lasting from the saids price for purposes of computing compensation. If Broker breaches the Usting, Broker is in default and Seller may exercise any remody at law. 17. MEDIATION: The parties agree to repopulate in good faith in an ellen to receive any dispute related to this Listing that may arise between the parties. If the dispute carnot be resolved by negotiation, the dispute will be submitted to mediation equally. 18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party for any legal proceeding brought as a result of a dispute unider this Listing or any transaction related to or contemplated by this Listing, such party will be antitled to recover from the non-prevailing party alt costs of such proceeding and reasonable altorney's figes. 19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and reasonable altorney's fig	я	esidential Listing concerning 5701 Tortuga Trad, Austin, TX 78731
Property to system a packet listing until instructed by sellet to list on active MLS market:		(1) are caused by Seller, negligently or otherwise; (2) arise from Seller's fallure to disclose any material or relevant information about the
Property to remela a pocket listing until instructed by selber and ist on active-MES market. (T) Selber to pay for replacement of signs. (I) Upon comply termineation, Engel & Volkere/Kathryn Searborough/Michele Turnquist will be reimbursed for all sedectiking and marketing expenses. 16. DEFAULT: It Selber breaches this Listing, Selber is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. It a sailes price for purposes of computing compensation. If Broker Listing, the Listing, Prote will be the sales price for purposes of computing compensation. If Broker breaches the Listing, Broker is in default and Selber may exercise any remody at law. 17. MEDIATION: The parties agree to repulsate in good faith in an effort to resolve any dispute related to this Listing that may arise betysen the parties. If the dispute cannot be resolved by negotiation, the dispute be submitted to mediation. The parties is the dispute will choose a mutually acceptable mediator and will be submitted to mediation equally. 18. ATTORNEY'S FEES: If Selber or Broker is a prevailing party in any legal proceeding through as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's long. 19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Selber may need to provide are: 20. A. Information About Brokerage Services; 21. Selber Discious Note (55,008, Texas Property Code); 22. C. Addendum for Selber's Disciouse of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was boild before 1978); 23. Propense of Information about Mineral Clauses in Contract Forms; 24. Information about On-Sile Sewor Facility; 25. Information about On-Sile Sewor Facility; 26. Information ab	15	
Selected-payle	IM	Property to regulate a pocker listing until instructed burelles to list
16. DEFAULT: If Seller breaches this Usting, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph SA and any other compensation Broker is childred receive under this Lighting. If a sales price is not determinable in the event of an exchange or breach of this Lighting, the Lishing Price will be the sales price for purposes of computing compensation. If Broker breaches the Lishing, the Carlotte Price of the sales price for purposes of computing compensation. If Broker breaches the Lishing float may arise between the parties. If the dispute cannot be resolve any dispute related to this Lishing that may arise between the parties. If the dispute will choose a multiply acceptable mediator and will share the cost of mediation. The parties to the dispute will choose a multiply acceptable mediator and will share the cost of mediation equally. 18. ATTORNEY'S FEES: If Seller or Broker is a preveiling party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable altomey's fires. 19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are: 20. Seller may need to provide are: 21. Seller indicated by the proceeding and content of proceeding and reasonable altomey's fires. 22. Childrend's foreign the seller of Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property Attidayii (T-47 Attidayii; related to existing survey); 22. Residential Real Property Attidayii (T-47 Attidayii; related to existing survey); 23. Information about On-Site Sewor Facility; 24. Information about On-Site Sewor Facility; 25. Information about On-Site Sewor Facility; 26. Information about On-Site Sewor Facility; 27. Information about On-Site Sewor Facility; 28. Information about On	VINT	Scherte pay for replacement of tight.
The content of this Lighting. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker is in default and Seiter may exercise any remody at law. 17. MEDIATION: The parties agree to neputiate in good faith in an effont to resolved any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally. 18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party to any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemptated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable alterney's figs. 19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Sollier may need to provide are: 20. A. Intermation About Brokerage Services; 21. B. Seller Disclosure Notice (55.008, Texas Property Code); 22. C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978); 23. D. Residential Real Property Altidayii (T-47 Altidayii; related to existing survey); 24. M. Multiplia Real Property Altidayii (T-47 Altidayii; related to existing survey); 25. Multiplia Real Property Insurance for a Buyer or Seller; 26. Information about On-Sile Sawor Facility. 27. Information about On-Sile Sawor Facility. 28. Information about On-Sile Sawor Facility. 28. Information about On-Sile Sawor Facility. 38. Information about On-Sile Sawor Facility. 39. Information and On-Sile Sawor Facility. 39. Information and O	w.	Upon corly termination, Engel & Volkers/Kathryn, Scarborough/Michele Furnquist will be reimborsed for all successful and marketing expenses,
be submitted to mediation. The panies to the dispute will choose a mutually acceptable mediator and will chare the cost of mediation equally. 18. ATTORNEY'S FEES: It Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable alterney's fles. 18. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Soller may need to provide are: 19. A. Information About Brokerage Services; 19. B. Seller Disclosure Notice (55.008, Texas Property Code); 10. C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978); 10. D. Residential Real Property Attidayit (T-47 Attidayit; related to existing survey); 11. E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code); 12. F. Request for Information from an Owners' Association; 13. Information about On-Site Sower Facility; 14. Information about On-Site Sower Facility; 15. Information about Special Flood Hazard Areas; 16. L. Condonvinium Addendum to Listing; 17. M. Keybox Authorization by Tenant; 18. M. Keybox Authorization to Release and Advertise Certain Information; and 19. Page 8 of 10	i	beeive under this Ligting. If a sales price is not determinable in the event of an exchange or breach of this Isling, the Listing Price will be the sales price for purposes of computing compensation. If Broker reaches this Listing, Broker is in default and Seiter may exercise any remedy at law.
### Information about Properly Information and Water Sassociate Forms: Hard Information about Properly Information and Water Sassociate Forms: Hard Information about Properly Was built before 1978; Properly Was w	ь	submitted to mediation. The parties to the dispute will
M. A. Information About Brokerage Services; B. Seller Disclosure Notice (55.008, Texas Property Code); C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978); D. Residential Real Property Affidayil (T-47 Affidayil; related to existing survey); E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code); F. Request for Information from an Owners' Association; H. Information about Mineral Clauses in Contract Forms; Information about On-Site Sawor Facility; J. Information about On-Site Sawor Facility; M. Keybox Authorization by Tenant; M. Keybox Authorization by Tenant; N. Seller's Authorization to Release and Advertise Certain Information; and D. Information about District of Information in Release and Advertise Certain Information; and D. Page 8 of 10	18. A 6 6 fo	TTORNEY'S FEES: It Seller or Broker is a prevailing party in any legal proceeding brought as a result of dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be titled to recover from the non-prevailing party all costs of such proceeding and reasonable alternay's as a second of the contemplated by this Listing such party all costs of such proceeding and reasonable alternay's
Engel & Volkers 3760 Bee Cave Science 102 in the Page 8 of 10	ABC CHICALINA	Information About Brokerage Services; Seller Disclosure Notice (\$5.008, Texas Property Code); Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978); Residential Real Property Altidayii (T-47 Affidavit; related to existing survey); MUD, Water District, of Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code); Request for Information from an Owners' Association; Request for Mortgage Information; Information about Mineral Clauses in Contract Forms; Information about On Site Sewer Facility; Information about Property Insurance for a Buyer or Seller; Information about Special Flood Hazard Areas; Condomnium Addendum to Listing; Keybox Authorization by Tenenty.
Engel & Volkers 3760 Bee Cave Ed aton in the Transaction of Table 2010	-	
Linger & Volkers 3700 Rec Cave Cd etch and an and an and an and an and an an and an		Page 8 of 10
	Linger & V	MINETS 3700 Rec Cave Cd etc. All any transcens

Residential Listing concerning5201-Torruga Trail, Austin, TX 78731

20. AGREEMENT OF PARTIES:

- Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Selfer's obligation to pay Broker earned compensation is binding upon Selfer and Selfer's heirs, administrators, executors, successors, and permitted assignees.
- D. <u>Joint and Several</u>: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, lax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORSS, MLS, or any listing service.
- B. In accordance with fair housing taws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).
- C. Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.
- Broker advises Seller to review the information Broker submits to an MLS or other listing service.
- E. Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other valuables.
- F. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in lines, penalties, and (tability to Seller.
- G. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on feed poisoning prevention; (2) disclose the presence of any known feed-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property Inspected for such paint or hazards.

(TAR-1101) 01-01-14	Initiated for Identification by Broker/Associate Tall and Setter	7.7.	Page 9 of 10
Enerl & Volkers	3700 Bet Cave Ed #102 Austin, TX 78746 512-328-3939	Kathryn Starbe	
		15 740 740	-

H. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.

Engel & Volkers Broker's Printed Name	440298	ROB Turner KOK. T	where
D Broker's Associate's Signature as agent of Broker	License No.	Rob July Seller's Signature	10/1/17- Date
Kethryn Scerborough Broker's Associato's Printed Name, if a	pplicable	Seller's Privated Name	
		Seller's Signature	Date

(TAR-1101) 01-01-14 Page 10 of 10

Lingel B. Volkers 3700 See Cave Rd #102 Austin, TX 78745512-328-3939 Kathryn Scarborough



USE OF THIS FORM BY PERSONS WHEN ARE MOT MADIFIED OF THE YEARS ASSOCIATION OF RELETORISE IS NOT AUTHORISED.

BY HER ALCOHOLISTS OF PERLICIPAGE, Inc., 1999

AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT 5201 Torruge Tiell, Austin, 1X 78731 "Owner" means the seller or landford of the above-referenced Property. Effective 05/24/2018 Owner and Broker amend the above-referenced Listing as follows: A. The Listing Price in Paragraph 3 of the Listing is changed to: B. The date the Listing ends in Paragraph 4 of the Listing is changed to: 09/30/2018 ☐ C. Owner instructs Broker to cease marketing the Property on resuma marketing the Property on: ☐ (1) receipt of further instructions from Owner, or ☐ (2) and to The Listing is not terminated and remains in effect for all other purposes. D. Paragraph(s) are changed as follows: Engel & Volkers Broker's (Company's) Printed Naroa (TAR-1404) 1-7-04 Pego 1 of 1 Engel & Volkers - Austin 3700 Bee Cave Rd #102 Austin, TX 78746 Michele Turnquist

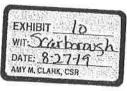


TEXAS ASSOCIATION OF REALTORS

RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT INEMEDIES OF THE TEXAS ASSOCIATION OF REALTORS & IS NOT AUTHORIZED

		Harris and the second		All Control of the Co	
. PARTIES: 7	he parties to this agreen	ent (this Listing) ar	9;	*50 HE 9#1	
Seller: Rob T	Transaction of the second				
LOD I	an med				
Address:	5203 Tortuga Trail	Teller training	777 12-11	77	
City, Stat	e, Zip:Austin, TX 78731.		HER TOP THE TANK		
Phone 51	2-573-8762		Fax:		-
E-Mail:rtu	rnerhomes@gmail.com		T dix.		
	445 mm to the to be 140,744			T	
Broker: Engel &	Volkers Austin				
Address:	700 Bee Cave Road. Suite 10	2			-
City, State	3. Zlo: Austin TX 78746				
Phone:512	.970.1355		Fax:	400 - 1000	
E-Mail:kat	htyn.scarborough@evusa.co	m-			-11
3.6	s Broker as Seller's sole				
A. Land: Lot		, Block	OA DE	T CU INDEDE TO JON O	arana.
A. LAND. LOL			ABS	7 CHAMBERS TJ ACR 0.8	040
4.4			E-1111 Phila F		
in Transfer Co.	THE PROPERTY OF THE PARTY OF TH	A	ddition, City of Au	รยก	_ NEEE
In Travis Con		Count	ddition, City of Au y, Texas known	as	
or as desc	Trall ibed on attached exhibit	Count	ddilion, City of Au y, Texas known 78731 Indominium, atta	as(address oh Condominium Add	endum.)
5203 Tortogo or as desci B. Improveme described Items, if carpeting, equipment, security an system, kits	Trall	Count (If Property is a co e and all other fixt vithout limitation, it d appliances, vala fairs, mall boxes, it for televisions ann it, wiring, plumbing	ddition, City of Au y, Texas known 78731 ndominium, atta ures and impro- ures and impro- ures, screens, elevision untenn d speakers, he and lighting fixit	as (address (address of Condominum Add (address attached to nanently Installed as shutters, awilings, as and satellite dish siding and all-conditioners, chandeliers, wat	he above id built-i vall-to-wa ystem an ing units or softene
B. Improvement described flems, if carpeting, equipment, security an system, kits cooking equipment. C. Accessories fireplace so keys, above logs, and control of the state o	prail ibed on attached exhibit, ints: The house, garaginal property, including vary: all equipment an illinors, ceilling fans, attic mounts and brackets of the detection equipment then equipment, garage	Count (Il Property is a co e and all other fixt vithout limitation, it d appliances, vala fans, mall boxes, it lor televisions and it, wiring, plumbing door openers, clear roperty owned by ed related accessors, blinds, window s a pool equipment.	ddition, City of Au y, Texas known 78731 moominium, atta ures: and impro- to following perr to following fixit following f	(address ch Condominium Add rements attached to nanently Installed at shutters, awnings, as and satellite dish s ding and afr-conditto ures, chandeliers, wat shrubbery, landscapir ned to the above des low air conditioning ur s and rods, door key	endum.) the above the bultt- wall-to-wall-to-wall-to-wall- to-wall-to-wall-to-wall- to-wall-to-wall- to-wall-to-wall- to-wall- t



D.	Exclusions: The removed prior to	following improve delivery of passess	ements and a lion:	ccessories v	will be retain	ned by Selle	r and must be
E.	Owners' Associa	ion: The property	□ is Ø is r	not subject	to mandatory	y membershi	p in a property
Sel typi	sting Price). Selle ller. Seller will pay	ller instructs Broker agrees to sell the all typical closing are those set forth	ne Property to costs charged	r the Listing to sellers of	Price or an	price: \$33,85 y other price eal estate in	acceptable to
TE	RM:						Per
A.	This Listing begin:	on 10/04/2017	and	ends at 11:5	5 9 p.m. on <u>e</u> 7	31 17 31/2016	
B.	If Seller enters into the contract is bind	a binding written fing on the date thi	contract to set s Listing begin	I the Propert is, this Listing	y before the g will not con	date this List nmence and	ing begins and will be void.
BR	OKER COMPENS	ATION:					c \
Α.	When earned and	payable, Seller will	I nav Broker		1	-ac-cy	Goosen Fluor Salve
			pay broker.			2 myr	Fluor
	(1) 5% on lot % 0	47					
B. (Earned: Broker's (1) Seller sells, e. Property to any 2) Broker individu	A Kathryli scarborous	med when and agrees to so any terms; on with anothe	y one of the ell, agrees or broker prod	following occ to exchange cures a buye	curs during the curs during the curs during the curs during the curs of the cu	is Listing: Will to option the
C. E	ayable: Once ear	ned, Broker's comp	ensation is pa	yable either	during this L	isting or alte	r it ends at the
(3	 Seller's relusal Seller's breach 	funding of any sak to sell the Property of this Usting; or otherwise set forth	after Broker's	compensati	of the Prope on has been	earned;	
co to	ellers'fallure, will ontract to sell; (li) o restore the Prop	tion is <u>not</u> payable out fault of Seller, oss of ownership o erly, as a result of r the sale of the Pr	to deliver to due to foreclos a casualty los	a buyer a di sure or other	eed or a title tegal proces	policy as re	equired by the
D, Q	ther Compensatio	ģ					
(1	by suit, comproi	r Under a Contrac nise, settlement, o ered Into during th	r otherwise fro	om a buver v	who breaches	s a contract	for the sale of
-1101)		d for Identification by B	_		ieller (Cil.)	- T	Page 2 of 10
Water Comment		3700 Bee Cave Rd #102				Cathryn Scarbo	_

		and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.
		(2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.
		(3) Other Fees and/or Reimbursable Expenses:
	E.	Protection Period:
		(1) "Protection period" means that time starting the day after this Listing ends and continuing for so days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
		(2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
		(3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply it: (a) Seller agrees to sell the Property during the protection period; (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated; and (c) Seller is obligated to pay the other broker a fee for the sale.
	F.	County: All amounts payable to Broker are to be paid in cash in County, Texas.
	G.	Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.
6.	LK	STING SERVICES:
Ö	A.	Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.
		Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.
(TA F	₹-11	01) 01-01-14 Initiated for Identification by Broker/Associate with and Sellen (2.17.) Page 3 of 10
Eng	el &	Yolkers 3700 Bee Cave Rd #102 Austin, TX 78746 S12-328-3939 Kathryn Scarborough

Residential Listing concerning \$203 Tortuga Trall, Austin, TX 78731

Residential Listing concerning 5203 Torruge Trail, Austin, TX 78731
B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) until days after the date this Listing begins for the following purpose(s): Until completion of photography and marketing.
(NOTE: Do not check if prohibited by Multiple Listing Service(s).)
☐ C. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other fisting service.
Notice: Seller acknowledges and understands that if this option is checked: (1) Seller's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS's download to various real estate internet siles that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
7. ACCESS TO THE PROPERTY:
A. <u>Authorizing Access</u> : Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to: (1) access the Property at reasonable times; (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
(3) duplicate keys to facilitate convenient and efficient showings of the Property.
Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property:
C. Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.
(1) Broker □ Is ☑ Is not authorized to place a keybox on the Property.
(2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.
D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.
8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.
(TAR-1101) 01-01-14 Initiated for Identification by Broker/Associate No. and Soiler Page 4 of 10 Engel & Volkers 3700 Bee Cave Rd #102 Austin, TX 78746 512-328-3939 Rathryn Scarborough

Residential Listing concerning \$203 Tortuga Trall, Austin, TX 78731
A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filled. Broker wolfer to pay the other broker: (1) if the other broker represents the buyer: 3 % of the sales price or \$; and (2) if the other broker is a subagent: 0 % of the sales price or \$;
B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker.
(1) if the other broker represents the buyer: 2 % of the sales price or \$ and (2) if the other broker is a subagent: 0 % of the sales price or \$
9. INTERMEDIARY: (Check A or B only.)
A. <u>Intermediary Status</u> : Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorize Broker to act as an Intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives,
(1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
(2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
(3) Broker may notify Selier that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's Intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.
Notice: If Broker acts as an intermediary under Paragraph BA, Broker and Broker's associates: may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller; may not disclose to Seller that the prospective buyer will pay a price greater than the
price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer; may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property; may not treat a party to the transaction dishonestly; and may not violate the Real Estate License Act.
FAR-1101) 01-01-14 Initiated for Identification by Broker/Associate and Seller R. Page 5 of 19
Page 5 of 10 micel & Volkers 3700 Bee Cave Rd #102 Austin, TX 78746 512-328-3939 Kathryo Scarborough
Astraya scargorough

Residental Listing concerning 5203 Torfuga Trail, Austin, TX 78731
10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.
11.BROKER'S AUTHORITY:
A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:
 (1) Seller does not want this Listing to be displayed on the Internet. (2) Seller does not want the address of the Property to be displayed on the Internet.
Notice: Soller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the internet will not see information about this Listing in response to their search.
C. Broker is authorized to market the Property with the following financing options:
 ☑ (1) Conventional ☐ (2) VA ☐ (3) FHA ☐ (4) Gash ☐ (5) Texas Veterans Land Program ☐ (6) Owner Financing ☐ (7) Other
 D. In addition to other authority granted by this Listing, Broker may: (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet; (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease; (3) furnish comparative marketing and sales information about other properties to prospective buyers; disseminate Information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract; obtain Information from any holder of a note secured by a lien on the Property; (5) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property; (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals; (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller); (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input Information).
 Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate Tynt and Solicing (C.1.) Page 6 of 10
Engel & Volkers 3700 Bee Cave Rd #102 Austin, TX 78746 \$12-328-3939 Kathryn Scarborough

Reside	ential Listing concerning 5203 Tortuga Trail, Austin, TX 78731
12.51 A.	ELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that: Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property:
В.	Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
C.	any pool or spa and any required enclosures, lences, gates, and latches comply with all applicable laws and ordinances:
D.	no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement:
	Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except
	Seller is not aware of any liens or other encumbrances against the Property, except
G.	the Property is not subject to the jurisdiction of any court;
H.	all Information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; and
I.	the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property Is:
13.SE	LLER'S ADDITIONAL PROMISES: Seller agrees to:
A.	cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
В.	not rent or lease the Property during this Listing without Broker's prior written approval;
	not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
	not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
E.	maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
	provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
H.	complete any disclosures or notices required by law or a contract to sell the Property; and amend any applicable notices and disclosures if any material change occurs during this Listing.
14. LIM	ITATION OF LIABILITY:
Α,	If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance
	company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
į	Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by: (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
	 2) other brokers or their associates who may have information about the Property on their websites; 3) acts of third parties (for example, vandalism or theft);
ì	4) freezing water pipes:
	5) a dangerous condition on the Property;
(6) the Property's non-compliance with any law or ordinance; or 7) Seller, negligently or otherwise.
(TAR-110	1) 01-01-14 Initiated for Identification by Broker/Associate and Setter 2.1. Page 7 of 10
Engel & V	folkers 3700 Nee Cave Rd #102 Austin, TX 78746512-328-3939 Kathryn Scarborough
18.1 18	reads in semboracks

Resi	idenilal Listing concerning5203 Tortuga Trail. Austin, TX 7873)
ı	 C. Seiler agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs attorney's fees, and expenses that: (1) are caused by Seller, negligently or otherwise; (2) arise from Seller's failure to disclose any material or relevant information about the
	Property; or (3) are caused by Seller giving incorrect information to any person.
15.5	SPECIAL PROVISIONS:
F	Property to remain a pocket listing until instructed by seller to list on active MLS market.
15	seller to pay for replacement of signs - bot - seller agent split costs of sign
-1	Upon early tormination, Engel & Yolkers/Kathryn Scarborough/Michele Turnquist will be reimbursed for all dvertising and marketing expenses.
100	Home will also be listed as to be built for \$6,995,000, but buyers agent to only be paid only on land value at 3,250,000. 62,995,000
tr re Li	DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to seeive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this sisting, the Listing Price will be the sales price for purposes of computing compensation. If Broker reaches this Listing, Broker is in default and Seller may exercise any remedy at law.
Li be	IEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this isting that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will e submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will have the cost of mediation equally.
a er	TTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be htitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's es.
Se	DDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that eller may need to provide are:
X A.	Information About Brokerage Services; Seller Disclosure Notice (\$5.008, Texas Property Code);
C.	Addendum for Soller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
D.	Residential Real Property Affidavit (T-47 Affidavit related to existing survey)
	MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code); Request for information from an Owners' Association:
H.	Request for Mortgage Information; Information about Mineral Clauses in Contract Forms;
	Information about On-Sité Sewer Facility:
	Information about Property Insurance for a Buyer or Seller:
	Information about Special Flood Hazard Areas; Condominium Addendum to Listing:
□ M.	Keybox Authorization by Tenant:
□ N.	Seller's Authorization to Release and Advertise Certain Information; and
0.	

(TAR-1101) 01-01-14 Initialed for Identification by Broket/Associate and Seller (AT-

3700 Hee Cave Rd #102 Austin, TX 78746512-328-3939

Engel & Volkers

Kathryn Scarborough

Residential Listing concerning\$203 Torruga Traff, Austin, TX 78731

20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither parly may assign this Listing without the written consent of the other parly.
- C. <u>Binding Effect</u>: Seller's obligation to pay Broker earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sollers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, tax, or e-mail address specified in Paragraph 1.

21, ADDITIONAL NOTICES:

- A. Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.
- B. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, croed, status as a student, marital status, or age).
- C. Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.
- ...D. Broker advises Seller to review the information Broker submits to an MLS or other listing service.
- E. Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.
- F. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and flability to Seller.
- G. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.

(TAR-1101) 01-01-14	Initialed for Identification by Broker/Associate AAT and Solier C	1.	Page 9 of 10
Engel & Volkers	3700 Bee Cave Rd #102 Austin, TX 78746 512-328-3939	Kathryn Scarbo	rough

ES THE STREET

H. Broker cannot give legal advice: READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.

Engel & Volkers Broker's Printed Name	440298	Rob Turner Rober Tu	avaer
Broker's Signature Broker's Associate's Signature agent of Broker	License No	1/17 Rob June	10/6/13 Date:
Kathryn Scarborough Broker's Associate's Pfinled Name,	il applicable	Seller's Printed Name	
		Seller's Signature	Deli

(TAR-1101) 01-01-14 Engel & Volkers

3700 Bee Cave Rd #102 Austin, TX 78746 512-328-3939

Page 10 of 10

EXHIBIT A-2

 $U_{A_{k_{1}}^{-}}$

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

NOTICE: Not For Use For Condominium Transactions

2-12-15

1.	report turner turner tro	1
	(Soller) and Lauree Z Moffett (Buyer).	
	Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined	
	below.	250
2.	PROPERTY: The land, improvements and accessories are collectively referred to as the	
	A. LAND: Lot Block ABS 7 CHAMBERS T J ACR 0.9510	X1
	ABS / CHAMBERS J ACR 0.8510	
	Addition County of Travis	
	A LAND: Lot Block Austin County of Travis Texas, known as 5201 Tortuge Trail, 78731 (address/tdp code), or as described on attached exhibit, B. IMPROVEMENTS: The house, gamge and all other fixtures and improvements attached to the	
	(address/zip code), or as described on attached exhibit,	
	B. IMPROVEMENTS: The house, garage and all other fixtures and Improvements attached to the above-described real property, including without limitation, the following permanently inetatiled and built-in trems, if any: all equipment and appliances, velances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, celling fans, attic fans, mail boxes, television antennas, 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.	
	C. ACCESSORIES: The following described related accessories, if any; window air conditioning units, stove, fireplace screens, curtains and rode, blinds, window shades, drapanes and rode, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace tops, and controls for (i) garage doors, (ii) entry gates, and fill other	4
	Improvements and accessories.	
	D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must	
	be removed prior to delivery of possession:	
	E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is	RT 17
	rnade in accordance with an attached adduction	
3.	SALES PRICE: 98,150,000.	DD 1
٠.	A. Cash portion of Sales Price payable by Buyer at closing 5 \$ 120,489,00.	DO XX
	A. Cach ponion of Sales Price payable by Buyer at closing \$ 1,700,000,00.	
	b. Sum of all financing described in the attached: Third Party Financing Addendum,	1000
	Lean Assumption Addendum, Seller Financing Addendum	1 alw
	B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Saller Financing Addendum C. Sales Price (Sum of A and B) 5 8.250,000.00	-(7)
4,	LICEASE HOLDER DISCLUSURE: lexas law requires a raal astale licease holder who le n	<u> </u>
	party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the	777
	license holder owns more than 10%, or a trust for which the license holder acts as a trustag or of	K/ I
	which the license holder or the license holder's spouse, parent or child is a baneficiary, to notify the	
	other party in writing before entering into a contract of sale, Disclose if applicable;	
	p-13 and a contract of add, Discours in approximation,	
5,	EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 150,000.80 as earnest money to Independence Title- Carol Bellomy, as asserow agent, at 5503 Balcones Drive, 78731 (address). Buyer shall deliver additional carnest money of \$ to accrow agent within days after the Effective Date of this	
	5503 Balcones Drive , 78731 (address). Buyer shall deliver additional	
	earnest money of S to accrow agent within days after the Effective Date of this	ĺ
	inis contract of exercise Seller's remedies under Paragraph 15, or both, by providing notice to Business	
	before Buyer delivers the comest money. If the last day to deliver the carnest money falls on a	
	Saturday, Sunday, or legal holiday, the time to deliver the earnest morey is extended until the and of	
	the next day that is not a Saturday, Sunday, or legal holiday. Time is of the espence for this	
	paragraph.	
6.	TITLE POLICY AND SURVEY:	
	A. TITLE POLICY: Seller shall furnish to Buyer at X Seller's Buyer's expense an owner policy of title	
	insurance (Title Policy) issued by Independence Title (Title Company) in the	
	amount of the Sales Price, dated at or offer closing, insuring Buyer against loss under the	
	providence of the Title Bullet extended to the closing, insuring Buyer against leas under the	į
	provisions of the Title Policy, subject to the promulgated exclusions (including existing building and	
	zoning ordinances) and the following exceptions:	ĺ
	 Restrictive covenants common to the platted subdivision in which the Property is located. 	
	(2) The stendard printed exception for standby fees, taxes and assessments.	
-		
Inlik	aled for Identification by Buyer Amand Setter RT LT TREC NO. 20-14	
	110.2014	

E-pt & V6ftrz-ren, 3769 Ser Ceres Rd. Sells 193 ävsete YX 1874å
Phoduced with sty-Formis by zipLopte 18070 Filteen Mån Road, Freest, Michigan 40026 Emirablishing cres

DATE: 8-27-19 AMY M. CLARK, CSR

ITC000008

(Address of Property) (3) Uena created as port of the financing described he Peragraph 3. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. (5) Reservations or examptions otherwise permitted by this contract or as may be approved by Buyer in whiting. (6) The standard printed exception as to marital rights. (7) The standard printed exception as to discrepandes, conflicts, shortages in area boundary lines, encreachments of protrusions, or overlapping improvements: (8) Whit has amended to read, "shortages in area" at the expense of [Buyer Seller. (9) Whit be amended to read, "shortages in area" at the expense of [Buyer Seller. (9) The exception or exclusion regarding imbersis approved by the Texas Department Insurance. (COMMTMENT: Within 20 days after the Title Company receives a copy of this control insurance. COMMTMENT: Within 20 days after the Title Company receives a copy of this control seller shall furnish to Buyer is commitment for title insurance (Commitment) and, at Buyer expense, legible copies of restrictive ecoverants and documents avidencing exceptions in Commitment (Exception Documents) other than the standard printed exceptions. Sell subnotizes the Title Company to deliver the Centraliment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatical exception Documents are not delivered within the present of the Commitment and Exception Documents are seller in the Commitment and Exception Documents are not delivered within the time required in the Commitment and Exception Documents are not delivered within the time required in the Company and Exception Documents are not delivered within the time required in the Company and Exception Documents are not delivered within the time required by the property and a Residential Real Prope Affidav promulgated by the Texas Depar			***************************************			
(4) Utility casements created by the dedication deed or plat of the subdivision in which the Property is locations. (5) Reservations or exceptions otherwise permitted by this contract or as may be approve by thyor in whiting. (6) The standard printed exception as to martial rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and relating matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area boundary lines, encreachments of protrustions, or overtapping improvements: (8) Whill not be amended to read, "shortages in area" at the expense of litturer Salter. (9) Whill not be amended to read, "shortages in area" at the expense of litturer Salter. (10) The exception or excission regarding inhere is approved by the Texas Department Insurance. COMMTMENT: Whith 20 days after the Title Company receives a copy of this control insurance. COMMTMENT: Whith 20 days after the Title Company receives a copy of this control septimes, legible capets of restrictive covenants and documents evidencing exceptions. Sell substrates, legible capets of restrictive covenants and documents and exception Documents in the Committen (Exception Documents) other than the standard printed exceptions. Sell substrates the Title Company to deliver the Commitment and Exception Documents as not delivered to Edge and Exception Documents as not delivered to Edge and Sell sell sell sell sell sell sell sell	Contrac	t Concerning	Austin		Page 2 of 10	2-12-18
by Buyer In wilding. (6) The standard printed exception as to waters, tidelands, beaches, streams, and relational relationship of the standard printed exception as to discrepancies, conflicts, shortages in area boundary lines, encroachments or protrusions, or overlapping improvements. (7) The standard printed exception as to discrepancies, conflicts, shortages in area attentions of the standard printed exception as to discrepancies, conflicts, shortages in area attentions of the standard printed exception or exclusion regarding insurance of Buyer Seller. (8) The exception or exclusion regarding minerals approved by the Texas Department Insurance. B. COMMTMENT: Within 20 days after the Title Company receives a copy of this control seller shall furnish to Buyer as commitment for title insurance (Commitment) and, at Buye expense, legible ceptes of restrictive covenants and documents addencing exceptions. Seller shall furnish to Buyer as commitment of title insurance (Commitment) exceptions in the Company of the Company of the Commitment and Exception Documents in Suyart Buyer's address chown in Paragraph 21. If the Commitment and Exception Documents is not delivered to Buyer within the specified time, the time for delivery will be automatices extended up to 15 days or 3 days before the Closing Date, whichever is entiler. If the Commitment and Exception Documents are not delivered within the time required, Buy may terminate this contract and the carnest money will be refunded to Buyer. SURVEY: The survey must be made by a registered professional fand surveyor acceptable the Title Company Seller's leader(s). (Check can box only) (1) Within 3 days after the Effective Date of this contract, Seller shall furnish to Buy and Title Company Seller's existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Buyer's expense no later than 3 days prior to Closting Date. (2) Within days after the Effective Date of this contract, Seller, at Seler's expense on busing a stream of the surve		(4) Utility easements	n of the financing describe created by the dedical	d in Peragraph 3. ion deed or plat of	the subdivision in w	hich the
(7) The standard printed exception as to waters, tidelands, beaches, streams, and relating matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area aboundary lines, encroachments or protrusions, or overlapping improvements. (9) The exception or exclusion regarding minerals approved by the Texna Department insurance. B. COMMTMENT: Within 20 days after the Title Company receives a copy of this contractions, legible copies of restrictive covenants and documents evidencing exceptions in its Commitment (Exception Documents) other than the standard printed exceptions. Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buye expense, legible copies of restrictive covenants and documents evidencing exceptions. Sell authorizes the Title Company to deliver the Commitment and Exception Documents and extended and exception in its contraction of the commitment and Exception Documents and extended and the standard printed exceptions. Sell authorizes the Title Company to deliver the Commitment and Exception Documents and extended and the self-water of Super within the specified time, the time for delivery will be automatical extended up to 15 days or 3 days before the Closing Data, whichever is entire, if the Commitment and Exception Documents are not delivered to Super within the specified time, the time for delivery will be automatical extended up to 15 days or 3 days before the Closing Data, whichever is entire, if the Company and Exception Documents are not delivered within the time required, Buy may terminate this contract and the earnest money will be refunded to Buyer. C. SURVEY: The survey must be made by a registered professional fand surveyor acceptable the Title Company and Buyer's tender(s). (Check can be x only) (1) Within 3 days after the Effective Data of this contract, Seller shall turnish to Buy and Title Company Seller's acting survey or affidavit is not acceptable to Title Company and Title Seller's expense on later than 3 days prior		by Buyer in writing.	1 St. 1		ract or as may be	spproved
boundary lines, encroekments of protrusions, or overlapping improvements: ②[0] will not be amended to read, "shortages in arra," at the expense of □Buyer□Seller. ③[1] the exception or exclusion regarding minerals approved by the Texas Department Insurance. B. COMMITMENT: Writhin 20 days after the Title Company receives a copy of this contresseller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buye expense, legible copies of restrictive covenants and documents evidencing exceptions. Sell southertess the Title Company to deliver the Commitment and Exception Documents is subtracted to Buyer's address shown in Paragraph 2.1 if the Commitment and Exception Documents a not delivered to Buyer within the specified time, the time for delivery will be automated extended up to 15 days or 3 days before the Closing Date, whichever is exception. But may remined this contract and the earnest money will be refunded to Buyer. G. SURVEY: The survey must be made by a registered professional land surveyor acceptable the Title Company and Buyer's lender(§). (Check one box only) [1] (1) Within 3_ days after the Effective Date of this contract, Seller shall furnish to Buy and Title Company Seller's existing survey or Affidavit within the existing survey or Affidavit within the time prescribed, Buyer should be a to furnish the existing survey or Affidavit within the time prescribed, Buyer should be a formation of the existing survey or Affidavit within the time prescribed, Buyer should be a survey at Buyer's expense no later than 3 days prior to Clost Date. [2] Within days after the Effective Date of this contract, Seller, at Seller's expense on later than 3 days prior to Clost Date. [3] Within days after the Effective Date of this contract, Seller, at Seller's expense on the survey at Buyer's expense. The Seller is added to act receive the survey on the date of act receive the survey on the date of act received the survey of the following to or activity; resteration, rebuild and/or use of the re		The standard pri matters.	nted exception as to	waters, tidetands, b		- 1
(9) The exception or exclusion regarding minerals approved by the Texns Department Insurance. 8. COMMTMENT: Within 20 days after the Title Company receives a copy of this contresseller shall furnish to Buyer as commitment for title insurance (Commitment) and, at Buyer expense, ligible copies of restrictive coverants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions in the Commitment (Exception Documents) at Buyer's address shown in Pariagraph 21. If the Commitment and Exception Documents as not delivered to Buyer within the specified time, the time for delivery will be automatical extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buy may terminate this contract and the earnest mency will be refunded to Buyer. C. SURVEY: The survey must be reade by a registered professional land surveyor acceptable the Title Company and Buyer's lander(s). (Check one box only) (1) Within 3. days after the Effective Date of this contract, Seller shall furnish to Buy and Title Company Sellor's existing survey or affidavit within the time prescribed, Buyer at the fundance of the exception of insurance (1-47 Affidavit). If Seller a to furnish the existing survey or affidavit within the time prescribed, Buyer at obtain a new survey at Seller's expense no later than 3 days prior to Closin Date. If 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 Closin Date. If the existing survey or affidavit is not acceptable to Title Company Buyer's expense. Due to the survey at Duyer's expense no later than 3 days prior to Closin Date. If the existing survey or affidavit within the time prescribed, Buyer and Duyer's expense no later than 1 days after the Effective Date of this contract, Buyer stall obtain a new survey at Duyer's ladice or exception as the selection of th		boundary lines, enc	roachments or protrusions,	or overlapping improve		area or
Seller shall furnish to Buyer a commitment for title Insurance (Commitment) and, at Buyer a commitment for title Insurance (Commitment) and, at Buyer a spense, legible ceptes of restrictive coverants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Sell suthertzes the Title Company to deliver the Commitment and Exception Documents as not delivered to Buyer within the specified time, the time for delivery will be automatical extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time registered professional fand surveyor acceptable the Title Company and Buyer's tender(s). (Check one box only). (S) (1) Within 3 days after the Effective Date of this contract, Seller shall turnish to Buy and Title Company deliver extended the Property and a Residential Real Proper Affidays promutigated by the Texas Department of Insurance (1-47 Affidayt). If Seller fa to furnish the existing survey or affidayt within the time prescribed, Buyer shall obtain a new survey at Seller'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 no later than 3 days prior to Closing Date. (3) 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 act receipt or the date specified in this paragrapt, whichever is earlier. (3) Within days after the Effective Date of this contract, Seller, at Seller's expense to the disclosed on the survey other than items 6A(1) through (9) above; or which prohibit the following or scrivity; restoration, rebuild andor use of the restinctive Date of this contract, Seller, at Seller's expense to the Commitment other than items 6A(1) through (9) above; or which prohibit the following or scrivity; restoration, rebuild andor use of the resti		(9) The exception of	read, "shortages in area"	at the expense of Bu	yer∏Seller. by the Texas Depen	lment of
extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buy may terminate this contract and the earnest money will be refunded to Buyer. C. SURVEY: The survey must be made by a registered professional tend surveyor acceptable the Title Company and Buyer's tender(s). (Check one box only) [X] (1) Within 3 days after the Effective Date of this contract, Sellier shall turnish to Buy and Title Company Sellor's casting survey of the Property and a Residential Real Proper Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Sellier is obtain a new survey at Sellier's expense no later than 3 days prior to Closis Date. If the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Sellier's expense no later than 3 days prior to Closing Date. [2] Withindays 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 act receipt or the date specified in this paragraph, whichever is earlier. [3] Withindays 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 the disclosed on the survey other than items 6A(1) through (9) above; or which prohibit the following upon extinctly resistant on the survey of the resistance on the property is the svent of derease of exercising time of will be contract, and the commitment, exception Documents, and the survey. Buyer's fallow to object the antier of (1) the Closing Date or (ii) 10 days after Buyer receive the Commitment, exception Documents, and the survey. Buyer's fallow to object within 15 days after Suyer may object the autier of (1) the Closing Date or (ii) and the Closing Date or his contract, and the ceresity of the commitment are not walved by Buyer. Provided Seller is not	₿.	COMMITMENT: Within Seller shall furnish to expense, legible copi Commitment (Except authorizes the Title at Buyer's address at	b Buyer a commitment es of restrictive covern on Documents) other Company to deliver the bown to Paragraph 21.	for title insurance ants and documents than the standar Commitment and to If the Commitment	(Commitment) and, at evidencing exceptions it printed exceptions Exception Documents and Exception Docum	Buyer's in the Seller to Buyer are
C. SURVEY: The survey must be reade by a registered professional fand surveyor acceptable the Title Company and Buyer's lender(s). (Check one box only) (X) (1) Within 3 days after the Effective Date of this contract, Seller shall furnish to Buy and Title Company Sellor's existing survey of the Property and a Residential Real Proper Affidavit promutigated by the Texas Department of Insurence (T-47 Affidavit). It Seller is 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 Buyer's lender(s), Buyer shall obtain a new survey et Seller's Euger'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 active active the survey at Buyer's expense. Buyer is deemed to receive the survey on the date of active shall furnish a new survey to Buyer. (3) Within days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer. D. O.BJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to the disclosed on the aurvey other than items GA(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following or activity: resteration, rebuild analor use of the realetines on the property in the sevent of demega of estivity fractions and active of Buyer's prior to object within the allowed will constitute a waiver of Buyer's right to object, except that the requirement in Schedula C of the Commitment are not waived by Buyer. Provided Seller is not obligated incur any expense, Solor shall cure any through objections of Buyer's right to object within 1 days after the end of the Cure Perfod, Buyer may, delivering notice to Seller within 5 days, after the end of the Cure		extended up to 15 the Commitment and	days or 3 days before Exception Documents	re the Closing Date are not delivered w	, whichever is earlier Athin the time require	. If the
(1) Within 3 days after the Effective Date of this contract, Saller shall turnish to Buy and Title Company Seller's existing survey of the Property and a Residential Real Proper Affidavit promulgated by the Texas Department of Insurance (1-47 Affidavit). It Seller is 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 Buyer's lander(s), Buyer shall obtain a new survey at Seller's Seller's Selver's expense no later than 3 days prior to Closing Date. (2) Within days after the Effective Date of this contract, Buyer's expense no later than 3 days prior to Closing Date. (3) Within days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deerined to receive the survey on the date of active 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 the disclosed on the survey other than items GA(1) through (7) above; disclosed in Commitment other than items 6A(1) through (9) above; or which prohibit the following or activity; resteration, rabulid and/or use of the residence on the property in the sevent of demage or destruction. Buyer must object the aerition of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within time allowed will constitute a warver of Buyer's right to object, except that the requirement in Schedula C of the Commitment are not walved by Buyer. Provided Seller is not obligated incur any expense, Seller within \$ days, after the end of the Cure Period, Buyer may, delivering notice to Seller within \$ days, after the end of the Cure Period, Buyer may, deliver	C.	SURVEY: The survey	must be made by a	registered profession		ptable to
Buyer's lender(s). Buyer shall obtain a new survey at Soller's Elever's expense no later than 3 days prior to Closing Data. (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 active 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 expensional shall furnish a new survey to Buyer. D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to the disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following or activity: restoration rebuild and/or use of the residence on the property in the event of damage or destruction. Buyer must object the certifier of (i) the Closing Date or (ii) does after Buyer receive the Commitment, Exception Documents, and the survey. Buyer's failure to object within the allowed will constitute a waiver of Buyer's right to object; except that the requirement in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated incur any expense. Sellor shall cure any threaty objections of Buyer or any threaty objections are Buyer or any threaty objections of Buyer and the Contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. Buyer does not terminate within the time required, Buyer shall be deemed to have waived objections. If the Commitment or Survey is revised or any new Exception Document(s) delivered, Buyer may object to any new matter revealed in the revised Commitment Survey or new Exception Document(s) within the above time attend in this paragraph to me objections beginning when the revised Commitment, Survey, or Exception Document(s) delivered to Buyer. E. TITLE NOTICES: (1) ABSTRAC	図	(1) Within 3 days and Title Compan Affidavit promulga- to furnish the	after the Effective D. y Sellor's existing survey and by the Texas Depo- existing survey or bit	ate of this contract, by of the Property a priment of Insurance Tidavit within the	nd a Residential Real (T-47 Affidavit). It Se time prescribed, Buy	Property Nor fails or shall
eurway at Buyer's expanse. Buyer is deerind to receive the survey on the date of acti 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 expanshall furnish a new survey to Buyer. D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to the disclosed on the survey other than items 6A(1) through (7) above; disclosed in the commitment other than items 6A(1) through (9) above; or which prohibit the following or activity; restoration, rebuild and/or use of the residence on the property in the event of damage or destruction. Buyer must object the certifier of (i) the Closing Date or (ii) 10 days after Buyer receive the Commitment, Exception Documents, and the survey. Buyer's failure to object within 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 by Buyer. Provided Seller is not obligated incur any expense. Sellor shall cure any threaty objections of Buyer or any third party lenn within 15 days after Seller receives the objections (Cure Period) and the Closing Date will extend as necessary. If objections are not cured within the Cure Period, Buyer may, delivering notice to Seller within 5 days after the end of the Cure Period; (i) terminate to contract, and the earnest money will be refunded to Buyer; or (ii) waive the objections. Buyer does not terminate within the time required, Buyer shall be deemed to have waived objections. If the Commitment or Survey is revised or any new Exception Document(s) delivered, Buyer may object to any new matter revealed in the revised Commitment Survey or new Exception Document(s) within the above time attend in this paragraph to me objections beginning when the revised Commitment, Survey, or Exception Document(s) delivered to Buyer. E. TITLE NOTICES: (1) ABSTRACT OR TITLE POLICY: Braker advises Buyer to have an abstract of title cover the Property examined by an		Buyer's lender(s), than 3 days prior to	Buyer shall obtain a ne Closing Date.	w survey at Soller	's X Buyer's expense	no later
shall furnish a new survey to Buyer. D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to the disclosed on the survey other than items 6A(1) through (7) above; disclosed in the commitment other than items 6A(1) through (9) above; or which prohibit the following use of ctivity: restoration, rebuild and/or use of the residence on the property in the event of damage or destruction. Buyer must object the certifior of (i) the Closing Date or (ii) 10 days after Buyer receive the Commitment, Exception Documents, and the survey. Buyer's failure to object within time allowed will constitute a walver of Buyer's right to object; except that the requirement in Schedula C of the Commitment are not walved by Buyer. Provided Selfer is not obligated incur any expense, Selfer shall cure any timely objections of Buyer or any third party lens within 15 days after Selfer receives the objections (Cure Period) and the Closing Date will extended as necessary. If objections are not cured within the Cure Period, Buyer may, delivering notice to Selfer within 5 days, after the end of the Cure Period; (i) leminate it contract and the earnest money will be refunded to Buyer; or (ii) walve the objections. Buyer does not terminate within the time required, Buyer shall be deemed to have walved to objections. If the Commitment or Survey is revised or any new Exception Document(s) delivered, Buyer may object to any new matter revealed in the revised Commitment Survey or new Exception Document(s) within the same time stated in this paragraph to me objections beginning when the revised Commitment, Survey, or Exception Document(s) delivered to Buyer. E. TITLE NOTICES: (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title cover the Property examined by an attorney of Buyer's selection, or Buyer should be furnish with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should		survey at Buyer's receipt or the date s	expense. Buyer is de pectiled in this paragraph,	emed to receive the whichever is earlier.	survey on the date	of actual
disclosed on the survey other than items 6A(1) through (7) above; disclosed in a Commitment other than items 6A(1) through (9) above; or which prohibit the following upon activity; resteration, rebuild and/or use of the residence on the property in the event of demage or destruction. Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receive the Commitment, Exception Documents, and the survey. Buyer's fallore to object within the allowed will constitute a walver of Buyer's right to object; except that the requirement in Schedule C of the Commitment are not walved by Buyer. Provided Setion is not obligated incur any expense. Setion shall cure any timely objections of Buyer or any third party lens within 15 days after Setion ricelves the objections (Cure Period) and the Closing Date will extended as necessary. If objections are not cured within the Cure Period, Buyer may, delivering notice to Setion within 5 days, after the end of the Cure Period. (i) terminate it contract and the camest money will be refunded to Buyer; or (ii) walve the objections. Buyer does not terminate within the time required, Buyer shall be deemed to have walved objections. If the Commitment or Survey is revised or any new Exception Document(s) delivered, Buyer may object to any new matter revealed in the revised Commitment Survey or new Exception Document(s) within the asme time stated in this paragraph to me objections beginning when the revised Commitment, Survey, or Exception Document(s) delivered to Buyer. E. TITLE NOTICES: (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title cover the Property examined by an attorney of Buyer's selection, or Buyer should be furnish with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should		shall furnish a new	survey to Buyer.			
delivered to Buyer. E. TITLE NOTICES: (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of tilla cover the Property examined by an attorney of Buyer's selection, or Buyer should be furnish with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should		Commitment other the rectivity; restoration, restoration, restoration, restoration, restoration, restoration, restoration, restoration, restoration and restoration restoratio	an Îtems 6A(1) through build and/or use of the realist acriter of (i) the Closing Depthon Documents, and stillular a watver of Bt. Commitment are not be soller within a cure any tillular racelves the objections are of Soller within 5 days at money with be remaitment or Survey, object to any new obje	th (9) above; or whose on the property in the star or (ii) 10. If the survey, Buyer system of the survey, Buyer, Promaly objections of Boctions (Cure Period) not cured within the far the end of the chunded to Buyer; or quired, Buyer shall it is revised or any matter revealed in the ame time stee	nich prohibit the folior svent of damage or destruc- days after Buye 's failure to object w ; except that the req vivided Seller is not ob- bityper or any third par and the Closing Det Cure Period; (i) lerm or (ii) walve the object de deemed to have w new Exception Docum or the revised Comm ated in this peregraph	wing use sten in receives within the universents ligated to try lender o will be may, by innate this actions. If alved the nential is furnent or to make
promptly reviewed by an attorney of Buyer's choice due to the time limitations Buyer's right to object. (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property [] Is [X] Is	E.	delivered to Buyer. TITLE NOTICES; (1) ABSTRACT OR the Property examine or obtain a promptly reviewe Buyer's right to oble	TITLE POLICY: Broker mined by an attorney Title Policy. If a Til of by an attorney of act.	advises Buyer to he of Buyer's selection, to Policy is furnishe Buyer's choice du	or Buyer should be or Buyer should be ed, the Commitment s to the time limits	covering furnished should be ations on

ITC000009

Austin, (Address of Property)

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 all dedicatory instruments governing the use and occupance. the establishment, maintenance, or 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 clark. You are obligated to pay assessments to the property owners sessciation(s). The amount of the assessments is subject to change. Your felture to pay the assessments could result in enforcement of the assessments could result in enforcement of the assessments. and the foreclosure of the Property,

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association are the association are the association and the property of the property owners' association.

association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promutgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutority created district providing water, sewer, drainage, or flood control facilities and starvices, 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 feel avecition at this control. final execution of this contract.

(4) TIDE WATERS: If the Property abuts the Udally 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.

included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

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 boundarias 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 as municipalities located in the general proximity of the Property for further information.

PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by \$13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sower service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a 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 meelpt of the foregoing notice at or before the association of a binding contract for the purchase of the real property described in Paragraph 2 or at desire, of the real property.

PUBLIC IMPROVEMENT DISTRICTS: If the Property la in a public improvement district.

PUBLIC IMPROVEMENT DISTRICTS: If the Property Is in a public improvement district. PUBLIC IMPHOVEMENT DISTRICTS: If the Property In In a public improvement district, \$5.014, Property Code, requires Setter to notify Buyer as follows; As a purchaser of this parcel of real property you are obligated to pay an essessment 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 tevying 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.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee

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Initiated for identification by Buyer XWI and Seller KT LT
Produced with sin-France by selects 10070 Fitners Mile Road, France, Michigan 40070 exercisions

TREC NO. 20-14

Impoundment of water adjoining the Properly fluctuates for various reasons, including a result of: (1) an entity lawfully exercising its right to use the water stored in impoundment; or (2) drought or flood conditions." 7. PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents accide to the Property at reasonable times. Buyer may have the Property Inspected by Inspect selected by Buyer and Bicansed by TREC or otherwise permitted by law to make inspection. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller	gas yer ling of aler
 (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propose system service area owned by a distribution system retailor. Seller must give Bu written notice as required by §141.010, Texas Utilities Code. An addendum contain the notice approved by TREC or required by the parties should be used. (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment water, including a reservoir or take, constructed and maintained under Chapter 11, William Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment normal operating level, Seller hereby notifies Buyer. The water level of impoundment of water adjoining the Property fluctuates for various reasons, including a result of: (1) an entity lawfully exercising its right to use the water stored in impoundment; or (2) drought or flood conditions. 7. PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents acc to the Property at reasonable times. Buyer may have the Property Inspected by Inspected by Buyer and Bensed by TREC or otherwise permitted by law to make inspection and hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller and property inspected at Seller and property inspected by Seller in writing. Seller at Seller and property inspected by Seller in writing. 	yer ling of aler nl's
7. PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents acc to the Property at reasonable times. Buyer may have the Property Inspected by Inspecte selected by Buyer and licensed by TREC or otherwise permitted by law to make inspecte Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller.	as
A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's egents accept to the Property at reasonable times. Buyer may have the Property Inspected by Inspect selected by Buyer and Reassed by TREC or otherwise permitted by law to make inspection. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Selfer.	
to the Property at reasonable times. Suyer may have the Property inspected by Inspect selected by Buyer and licensed by TREC or otherwise permitted by law to make inspection. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller	220
expense shall immediately cause existing utilities to be turned on and shall keep the utilition during the time this contract is in effect.	ors ns. er's
To the state of th	
(Check one box only) X (1) Buyer has received the Notice.	
(2) Buyer has not received the Notice. Within days after the Effective Date of the 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 any reason within 7 days after Buyer receives the Notice or prior to the closic whichever first occurs, and the earnest money will be refunded to Buyer.	ney
(3) The Seller is not required to furnish the notice under the Texas Property Code.	le.
C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS required by Federal law for a residential dwelling constructed prior to 1978.	IS
D. ACCEPTANCE OF PROPERTY CONDITION: 'As is' means the present condition of the Prop. with any and all defects and without warranty except for the warrantes of little and warrantes in this contract. Buyer's agreement to accept the Property as is under Peregraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Peregraph 7A, in negotiating repairs or treatments in a subadquent amendment, or from terminating contract during the Option Period, if any. (Check one box only) (1) Buyer accepts the Property As is. (2) Buyer accepts the Property As is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments:	the oph om this
(Do not insert general phrases, such as "subject to inspections" that do not ider specific repairs and treatments.) E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, nelt party is obligated to pay for lender required repairs, which includes treatment for we destroying insects. If the parties do not agree to pay for the lander required repairs	ther
treatments, this contract will terminate and the earnest money will be refunded to Buyer, the cost of lender required repairs and treatments exceeds 5% of the Salas Price, Buyer is terminate this contract and the earnest money will be refunded to Buyer. F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) So shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all requirements must be performed by persons who licensed to provide such repairs on treatments or, if no license is required by law.	. If may allor fred tire ens
commercially engaged in the trade of providing such repairs or treatments. At Buy election, any transferrable warranties received by Seller with respect to the repairs treatments will be transferred to Buyer at Buyer's expense. If Seller fells to complete agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies un Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs and treatments. G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substant including asbestos and westes or other environmental hazards, or the presence of threatened or endengered species or its habitat may affect Buyer's intended use of Property. If Buyer is concerned about these matters, an addendum promulgated by TREC required by the parties should be used. Initiated for Identification by Buyer (**) and Seller KT (**) TREC NO. 20	era and any ider the ces, a the

ontract Concerning	5201 Tortuga Trall, 787 Ausiln,	31 Page 5 of 1	0 2-12-18
-	(Address of Proper	tvi	
service contr	L SERVICE CONTRACTS; Buyer middential service company licensed by tract, Seller shall relimburse Buyer act in an amount not exceeding \$	Buyer shou	id review any 1
Lesideum 1	of a residential service contract	is optional. Similar covere	ge may be
. BROKERS' FEE	rom various companies authorized to do b ES: All obligations of the parties to		are contained
in separate written CLOSING:	-		
is taler (Cko defaulting par	of the sale will be on or before objections made under Paragraph 6D osing Data). If either party falls to do ty may exercise the remedies contained in F	isa the sale by the Closing D	_, or within 7 hichayar date ala, the non-
to Buye	hall execute and deliver a general we or and showing no additional exceptions sx statements or cortificates showing no deli-	ns to those permitted in Para	the Property graph 6 and
(2) Buyersh	all now the Sales Price in good funds accord	able to the escrow agent.	, certificates,
closing o	and Buyer shall execute and de releases, loan documents and off the sale and the Issuance of the Title Policy	Y•	
not be essumed	vill be no liens, assessments, or secu satisfied out of the sales proceeds by Buyer and assumed loans will not be in	unless securing the payment default.	of any loans
defined deliver t Property	Property is subject to a residential loa under §92.102, Property Code), it am to the tenant a signed statement ack and is responsible for the return lar amount of the security deposit.	y, to Buyer. In such an even nowledging that the Buyer has	t, Buyer shall acquired the
D. POSSESSION:	session: Seller shall deliver to Buyer	naccarring of the Donnerty in	He propost or
required compared in according lease required closing white relationship ownership terminated.	to a temporary wear and tear to a temporary residential lease to ad by the parties. Any possession be at authorized by a written lease to the parties. Consult you and possession because insu. The absence of a written lease parties to economic loss.	excepled; Xupon closing km promulgated by TREC or y Buyer prior to closing or be sees will establish a tenancy r insurance agent prior to rance coverage may be	and funding other written by Setter after at sufference change of timited or
(1) After the mineral key (2) If the F	e Effective Date, Seller may not exe eases) or convey any interest in the Propert Property is subject to any tease to w copies of the lease(s) and any mo	y without Buyer's written consent, hich Seller is a party, Seller s	hall deliver to
within 7 of the special specia	days ofter the Effective Date of the contract. (OVISIONS; (Insert only factual sale. TREC rules prohibit license for which a contract addaption. lea	al statements and busing holder from adding factual	ness details statements or promulgated by
damage or loss, punch list, 3. All	ory use.) 1. As a condition to closing, Buy age for the replacement and rebuild of th 2. Seller shall complete all remaining co builder warranties to convey at closing.	a structures on the property in the	erint of
	closing. ND OTHER EXPENSES: expenses must be paid at or prior to closing	n.	
(1) Expense	is payable by Seller (Seller's Expenses):	FO	ecording fees
cne-	eases of existing liens, including ase of Seller's loan liability; tax sta helf of escrow fee; and other expenses pay	able by Seller under this contract.	
folio Tex:	er shall also pay an amount not to exceed \$ wing order. Buyer's Expenses which t as Vetorans Land Board or other go er's Expenses as allowed by the lender,	Buyer is prohibited from paying	by FHA, VA.

	5201 Tortuga Trall, 78731		
Contract Concerning	 Austin,	Page 6 of 10	2-12-18
	(Address of Property)		

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; proparation 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 assements and restrictions; loan title policy with endorsements required by lender; loan-related inspection less; photos; amortization schedules; onehalf of escrow fee; all prepaid items, including required premiums for flood and hazard Insurance, reserve deposits for insurance, and valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loen; 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 pold 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.

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

profations 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 the production of the property to the date of the property to the production of the production of the property to the property to the production with an engineer of the processing professing the production of th Seller under this contract.

15. DEFAULT: If Buyer falls to comply with this contract, Buyer will be in default, and Seller may (a), entering specific performance, seek such other relief on may be provided by low, or both, or (b) terminate this contract and receive the samest money as figuidated demagns, thereby releasing both parties from this contract. If Seller fells to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputational departments and the policy of the State of Texas to encourage resolution of disputational departments.

through alternalive dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not prectude 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 tees 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 nonperformence 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 finencial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agant.

EXPENSES: At closing it 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, ascrow agent may: (i) require a written rulease of liability of the ascrow 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 considerable manager.

receiving the earnest money.

DEMAND: Upon termination of this contract, either party or the encrow agent may send a release of earnest money to each party end the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party falls 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

Initialed for Identification by Buyer

and Sellor KT LT Produced with zipFormit by chologie 18070 Filmen Mile Road, Fream, Michigan 48029 home ziel arm com

TREC NO. 20-14

	niract Concerning	Tortuga Trail, 78731 Austin,	Page 7 of 10 2-12-18
	provide a copy of the demand objection to the demand from the earnest money to the party me incurred on behalf of the party same to the creditors. If escrow party hereby releases escrow against money, D. DAMAGES: Any party who wron escrow against money, to days of damages; (ii) the earnest money; (iii) the earnest money; (iii) the earnest money; (iii)	e other party within 15 daking demand reduced accepting the earnest more agent comples with the part from all adverse claracipt of the request with reasonable attorney's fees; a	I be liable to the other party for (I)
19.	Notice of objection to the demand will	be deamed effective upon no representations and er in this contract is un hibited by written agree	eceipt by escrow agent. warrantles in this contract surviva true on the Closing Date, Seller will
20.	FEDERAL TAX REQUIREMENTS: Revenue Code and its regulations, or foreign status to Buyer that Seller is sales proceeds an enrount sufficient the internal Revenue Service toger regulations require filing written report the transaction.	If Seller is a "foreign r if Seller falls to delive s not a "foreign person," to comply with applicab	r an affidavit or a certificate of non- then Buyer shall withhold from the to tax law and deliver the same to
21.	NOTICES: All notices from one p		
	To Buyer	To Sellor	
	att	at	1 2000000000000000000000000000000000000
	Phone:	Plione:	
	Fax;	Fex:	rtumerhomes@omail.com
22.	Fax: E-mail: timfrikantwonn.com AGREEMENT OF PARTIES: This and cannot be changed except by contract are (Check all applicable boxes):	E-mail: contract contains the their written agreement.	
_	E-mail: timfelkardwynna.com AGREEMENT OF PARTIES: This and cannol be changed except by	E-meil: contract contains the their written egreement.	entire agreement of the partlet Addenda which are a part of this nmental Assessment, Threatened or
	E-mail: timfrikardnynna.com AGREEMENT OF PARTIES: This and cannol be changed except by contract are (Check all applicable boxes):	E-meil: contract contains the their written egreement.	entire agreement of the partlet Addenda which are a part of this nmental Assessment, Threatened or gered Species and Wetlands
	E-mail: timfrikardwonn.com AGREEMENT OF PARTIES: This and cannot be changed except by contract are (Check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to	E-meil: contract contains the their written egreement. Environ Enden Adden	entire agreement of the partlet Addenda which are a part of this nmental Assessment, Threatened or gered Species and Wetlands
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	E-mail: timfrikardwynna.com AGREEMENT OF PARTIES: This and cannol be changed except by contract are (Check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Loan Assumption Addendum	E-meil: contract contains the their written egreement. Environ Enden Adden Seiler' Short S	entire agreement of the partlet Addends which are a part of this nmental Assessment, Threatened or gered Species and Wetlands dum a Temporary Residential Lease Sale Addendum
	E-mail: timfrikantnynna.com AGREEMENT OF PARTIES: This and cannol be changed except by contract are (Check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Loan Assumption Addendum Addendum for Sale of Other Property by	E-meil: contract contains the their written egreement. Environ Enden Adden Seiler': Adden of the	entire agreement of the partlet Addenda which are a part of this nmental Assessment, Threatened or gered Species and Wetlands dum a Temporary Residential Lease Sale Addendum dum for Proporty Located Seeward Guit Intracoestal Waterway dum for Seller's Disclosure of
	E-mail: timfrikardwynna.com AGREEMENT OF PARTIES: This and cannol be changed except by contract are (Check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Loan Assumption Addendum	E-mail: contract contains the their written agreement. Envirous Endann Adden Seiller's Short Short Adden Adden Adden Adden	entire agreement of the partlet Addenda which are a part of this mountail Assessment, Threatened or gered Species and Wetlands dum a Temporary Residential Lease Sale Addendum dum for Proporty Located Seaward Guit Intracoestal Waterway dum for Seller's Disclosure of atton on Lead-based Paint and Lead-Paint Hazards as Required by
	E-mail: timfrikardwynna.com AGREEMENT OF PARTIES: This and cannot be changed except by contract are (Check all applicable boxes): Third Party Financing Addendum Selier Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Loan Assumption Addendum Addendum for Sale of Other Property by Buyer Addendum for Reservation of Oil, Gas and Other Minerals	E-meil: contract contains the their written egreement. Environ Enden Adden Adden Adden of the land Adden Inform based Foders	entire agreement of the partlet Addenda which are a part of this normal Assessment, Threatened or gered Species and Wellands dum a Temporary Residential Lease Sale Addendum dum for Proporty Located Seeward Gulf Intraccestal Waterway dum for Seller's Disclosure of abon on Lead-based Paint and Lead-Paint Hazards as Required by at Law dum for Property in a Propane Gas
	E-mail: timfrikardwynna.com AGREEMENT OF PARTIES: This and cannot be changed except by contract are (Check all applicable boxes): Third Party Financing Addendum Selier Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Loan Assumption Addendum Addendum for Sale of Other Property by Buyer Addendum for Reservation of Dil, Gas and Other Minorals	E-meil: contract contains the their written egreement. Environ Enden Adden Adden Adden of the land Adden Inform based Foders	entire agreement of the partlet Addenda which are a part of this namental Assessment, Threatened or gered Species and Wellands dum a Temporary Residential Lease Sale Addendum dum for Proporty Located Seaward Gulf Intracoestal Waterway dum for Seller's Disclosure of abon on Lead-based Paint and Lead-Paint Hazards as Required by at Lew
	E-mail: timfrikardwynna.com AGREEMENT OF PARTIES: This and cannot be changed except by contract are (Check all applicable boxes): Third Party Financing Addendum Selier Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Loan Assumption Addendum Addendum for Sale of Other Property by Buyer Addendum for Reservation of Oil, Gas and Other Minerals Addendum for "Back-Up" Contract	E-meil: contract contains the their written egreement. Environ Enden Adden Seiler' Short S Adden of the Inform based Foden Adden Syster Adden Syster	entire agreement of the partlet Addenda which are a part of this normal Assessment, Threatened or gered Species and Wellands dum a Temporary Residential Lease Sale Addendum dum for Proporty Located Seeward Gulf Intraccestal Waterway dum for Seller's Disclosure of abon on Lead-based Paint and Lead-Paint Hazards as Required by at Law dum for Property in a Propane Gas
	E-mail: timfrikardwynna.com AGREEMENT OF PARTIES: This and cannot be changed except by contract are (Check all applicable boxes): Third Party Financing Addendum Selier Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Loan Assumption Addendum Addendum for Sale of Other Property by Buyer Addendum for Reservation of Oil, Gas and Other Minerals Addendum for Teack-Up* Contract Addendum for Coastal Area Property Addendum for Authorizing Hydrostatic Testing	E-meil: contract contains the their written egreement. Environ Enden Adden Seiler' Short S Adden of the Inform based Foden Adden Syster Adden Syster	entire agreement of the partlet Addenda which are a part of this normal Assessment, Threatened or gered Species and Wetlands dum a Temporary Residential Lease Sale Addendum dum for Property Located Seeward Guit Intracoestal Waterway dum for Seller's Disclosure of alon on Lead-based Paint and Lead-Paint Hazards as Required by at Law dum for Property in a Propens Gas in Service Area (Bet): Seller's Disclosure Notice &

Contract Concel	mlng	tuga Trail, 78731 Austin, Page 8 of 10 2-12-18
	(A	ddrass al Property)
within 3 of to terminate Effective II 5:00 p.m. stated as prescribed, unrestricted prescribed.	ed by Seller, and Buyer's agreem lays after the Effective Date of this contract by giving notice of te bate of this contract (Option I (local time where the Property the Option Fee or If Buyer this paragraph will not be right to terminate this contra the Option Fee will not be ro	tent to pay Setter \$ 10,000,00 (Option Fee) of this contract, Seller grants Buyer the unrestricted right
Buyer's Attorney Is:	n giving legal advice, READ THIS C	
2901 Vla Fo	ortuns, Sta 450; austin, 78745 (512)275-7894	Phone:
Fax:	Teleficio-top-	Fax:
E-mett:	tim@ikardwynne.com	
Laune	D the day of ot FILL IN THE DATE OF FINAL	7/18/2018 (Effective Date). LACCEPTANCE.) Robert Turner Summon 13.3 Sellor Robert Turner
Виувт		Lesli Turner @ amingale 194134 Saller Lesli Turner
Buyer	i t	
TREC VE	lended for use only by trained real siddly or adequacy of any provisi misactions, Taxas Real Estate Co	

	5201 Tortuga Trall, 78731		
Contract Conceming	Austin,	Page 9 of 10	2-12-18
	(Address of Property)		

			Engel & Volk		440298
Other Broker Fi	(TI)	License No.	Listing Broker	Firm	Licensa No.
represents	Seller as Listing		represents	Seller and Buyer as a Seller only as Seller's	
			Kathryn Scar	borough	483433
Associate's Nar	ne	License No.	Listing Associ	ate's Name porough@eyusa.com	License No. (512)970-1355
Associate's Em	ail Address	Phone		ate's Email Address	Phone
GEOGRA CHI	all (motions	1 House	ATTENDED AND CONTROL OF THE PARTY.		11/01/04/04/04
	visor of Associate	License No.	Steve Turnqu	ilst ervisor of Listing Associate	448298 License No
Other Broker's /	Aridence	Phone		yes Rd Ste 102 (51 's Office Address	2)328-3939 Phone
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City		izia Zip	Austin City	TX State	
		٠	CESCULIA CONTRA	late's Name inte's Email Address arvisor of Selling Associate	Phone License No.
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TREC NO. 20-14

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Contract Concerning	5201 Tortuga Trali Aualin, (Address of F		Page 10 of 10	2-12-18
	OPTION FEE	RECEIPT	· · · · · · · · · · · · · · · · · · ·	
Receipt of \$ 10 000	(Option Fee) in the f	om of check ±	1160736	
Is acknowledged.		***************************************		
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Seller or Listing Broker				Data
e (# 13)				
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Independence Title Compa	ny	517-8	14.2038	
Addia 5503 Balcones Drive				Phone
Austin, TX 78731			767.6346	
City	State	Zφ		Fax
	CONTRACT	RECEIPT	1110	
Receipt of the Contract is acknow	laricad .		7/19/18	3
Industry Til	le winger	HEAVMANG	holypendence	o Tille hon
Excrow Agent	Received by	Email Address	norganion a	Date Of
Independence Title Comp		510.5	214.000	
Address 503 Balcones Drive	any		= 0.31	Phone
Austin, TX 78737		5/2.	7-107-13-AU	
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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

2-12-18

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions



1.	PARTIES: The parties to this contract are Robert Turner Lesti Turner (Seller) and Lauree Z Moffett (Buyer). Seller agrees
	and Lauree Z Moffett (Buyer). Seller agrees
2.	to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below. PROPERTY: Lot ABS 7 CHAMBERS T J ACR 9.8040 Addition, City of Austin County of Travis Texas, known as 5203 Tertinas Trail, 78731
	ABS 7 CHAMBERS T J ACR 0.8040 Addition, City of Austin County of Travis
	City of Austin County of Travis Texes, known ps 5203 Tortuga Trail, 78731
	(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). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
.a.	SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing
	Loan Assumption Addendum, Seiter Financing Addendum. \$ C. Sales Price (Sum of A and B) \$ 3,050,000.00
A.	LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license helder who is a party to a transaction or acting on behalf of a spouse, perent, child, business entity in which the license holder owns more than 10%, or a trust for which the license helder acts as a trustée or of which the license holder or the license holder's spouse, perent or child is a beneficiary, to notify the other perty in writing before entering into a contract of sele. Disclose if applicable:
5.	EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 30,000.00 as semest money to Independence Title-Carol Bellomy , as secrew agont, at
6.	days after the effective date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money fails on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the easence for this paragraph. TITLE POLICY AND SURVEY:
	A. TITLE POLICY: Seller shall furnish to Buyer at Soller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Independence Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer
	(Title Company) in the amount of the Seles 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 3. (4) Utility examinants created by the dedication deed or plat of the subdivision in which the Property is located. (5) Reservations or exceptions otherwise parmitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights.
	(4) The standard printed exception as to waters, lidetands, beeches, streams, and related matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary fires, encreachments or protrusions, or overtapping improvements: (9) will not be amended or deleted from the title policy; or (9) will be amended to read, "shortages in area" at the expanse ofBuyer Seller. (9) The exception or exclusion regarding minerals approved by the Yexas Department of financials.
	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 stendard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address

Rind Seller K7 LT Phone: 512-776-1355

Billy stylingto 18070 Filtern Like Road, Freser, Microgran 48020 Emmiliation's com

EXHIBIT 35
WIT SAN POR DUMA
DATE: 8-27-17
AMY M. CLAHK, CSR

Initialed for identification by Buyer

Lagal & Vedertane, 1706 Bes Caves Rd. Salis W1 Aceds TX Tarilla

Raillays Scarberpough

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TREC NO. 9-13

Contra	ct Concerning 5203 Tortuga Trail, 78731 Austin, Page 2 of 9 2-12-18
	(Address of Property) shown in Paragraph 21 K the Complement and Exemption Degraphed are not delivered to Property
	shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer
	which the specified time, the time for delivery will be automatically extended up to 15 days or 3
	within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest
	are not delivered within the time required, Buyer may terminate this contract and the earnes
	money will be refunded to Buyer.
C	. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the
157	Title Company and Buyer's lander(s). (Chack one box only)
X	
	fille Company Seller's existing alrivey of the Property and a Residential Real Property Affidavi
	promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller falls to furnish
	the existing survey or affidavit within the time prescribed. Buyer shall obtain a new
	auresy at Seller's expense no later than 3 days prior to Closing Date. If the existing
	survey or single its not acceptable to the Company or Buyers lender(a), Buyer shall obtain a
_	Title Company Saller's existing survey of the Property and a Residential Real Property Affidavis promulgated by the Texas Department of Insurance (T-47 Affidavis). If Saller fatts to furnish the existing survey or affidavis within the time prescribed, Buyer shall obtain a new survey at Saller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavis is not acceptable to Title Company or Buyer's kinder(a), Buyer shall obtain a new survey at Saller's [Salver's expense no later than 3 days prior to Closing Date.
L	12) William days alter the Energy Date of this contract, poyer shall obtain a new suively
	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 certier.
L	(3) Within days after the Effective Date of this contract, Seller, at Seller's expense shall
	furnish a new survey to Buyer.
D	
_	disclosed on the survey other than Items 6A(1) through (7) above; or disclosed in the
	Complement of the Board of the state of the
	Continuonic color man peris until meropo (a) anove, (a) any porter of the Property lying in
	Commitment other than Items 6A(1) through (8) above: (8) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Faderal Emergency
	wanagement Agency map; or full any exceptions which prohibit the following use of activity
	Single family dwelling
	Buyer must object the earlier of (i) the Closing Date or (ii)
	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
	Sized C of the Contribution and not waved, Provided Senior & not dougland to mich any
	expense, Seller shall cure any timely objections of Buyer or any third party lender within 15
	days after Seller receives the objections (Cure Period) and the Closing Date will be extended as
	necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to
	Seller within 5 days after the end of the Cure Period; (i) terminate this contract and the earnest
	money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate
	money will be refunded to Buyer or (ii) walve the objections. If Buyer does not terminate within the time required. Buyer shall be deemed to have walved the objections. If the
	Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may
	object to any new matter revealed in the revised Commitment or Survey or new Exception
	Document(s) within the same time stated in this paragraph to make objections beginning when
_	the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.
E.	
	(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
24	reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to
	object.
	(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property [] is [X] is 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). If the Property is subject to mandatory membership in a property owners association(s). Sellier notifies Buyer under \$5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the usa and occupancy of the Property and all dedicatory instruments 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 instruments may be obtained from the county of Voc
	65.012 Texas Property Code that as a purchaser of property in the residential
	identified in Paregraph 2 in which the Property is located you are obligated to be a manufactured in the property in the prope
	of the property owners, association(s). Restrictive coverages the property
	occupancy of the Property and all dedicatory instruments governing the establishment
	maintenance and operation of this residential community have been or will be resident.
	the Real Property Records of the county in which the Property is located France
	restrictive covenents and dedicatory instruments may be obtained from the county clark. You
	arm confirming to my swapermore the transfer county cars. You
	are obligated to pay assessments to the property owners association(s). The smount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the
	Personnels could could be the property of the property by
	formely use of the December 11 substitutions of the Resociousn's 1190 on and the
	Series 207 002 Description
	social zurious, Property Code, Biblios en owner to receive copies of any document the
	governs are describing on, maintenance, or operation of a subdivision, including, but no
	Section 207.003, Property Code, entitles an owner to receive copies of any document the governs the establishment, maintenance, or operation of a subdivision, including, but no limited to, restrictions; bytaws, rules and regulations, and a resele continual from a property owners' association. A resale certificate contains information including, but not limited to statements specifying the amount and frequency of regular assessments and the style and
	owners association. A resele certificate contains information including, but not fimiled to
	statements specifying the amount and frequency of regular essessments and the style and
	cause number of lawsuits to which the property owners association is a party, other than lawsuits retained to unpaid ad velorem taxes of an individual member of the association
	invaries relating to unpaid ad valorem taxes of an individual member of the association
	these documents must be made available to you by the property owners' association or the
	association's agent on your request.
	If Buyer is concerned about these matters, the TREC promulgated Addendum for
	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.

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.

ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

Property for further information, PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by \$13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by tow to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide

There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a 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.

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 essessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Codé. 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.

TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property [1] is [8] is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agricultural.

Department of Agriculture.

(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires /Selfer to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 6, Subchapter 6 of the Texas Property Code.

(10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Selfer must give Buyer written notice as required by \$\frac{1}{2}\$ \$\frac{1}

ACCESS, INSPECTIONS AND UTILITIES: Selter 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 ticensed by TREC or otherwise permitted by law to make inspections. Saller at Selter's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to setting Buyer's needs.

ACCEPTANCE OF PROPERTY CONDITION: 'As is' meens the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As is under Paragraph 7B (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.

Initialed for Identification by Buyer A and Soller K/ LT
Produced and 15 hard Soy on the 1000 France Med Food, france, Manages 40000 providings and

TREC NO. 9-13

2-12-18

Contract	Concembg	5203 Tortuge Trail, 78731	Austin,	Page 4 of 9	2-12-18
	(Check one b		ddress of Property)		
X	(1) Buyer ac	cools the Property As Is.			
П	(2) Buyer a	ccepts the Property As I	a provided Saller,	al Sellar's expense,	shall complete the
	following	specific repairs and treatme	nts:		
	(Do not	insert general phrases, s	uch es *subject to	inspections' that do	not Identify specific
	repairs a	nd treatments.)			
C.	COMPLETIO	N OF REPAIRS; Unides irs and breatments prior f	otherwise agreed	in writing; (i) Seller	shall complete all
	agreed reba	irs and treatments prior t	o the Casing Car	e; and (a) an require	so permus musi be
	obtained, at	nd repairs and treatment h repairs or treatments	or W no floore	is required by law	nte commercially
	provide suc	the trade of providing	such make o	freatments At Bu	ver's election any
	transferable	warrantles received by S	eller with respect	to the repairs and	treatments will be
	transferred	o Buyer at Buyer's expe	anse. If Saller fal	s to complete any	agreed repairs and
	treatments :	rior to the Closing Date	. Buyer may exe	rcise remedies unde	r Paregraph 15 or
	extend the	Closing Date up to 6	days, if necesse	ry, for Seller to co	mplete repairs and
В	treatments.	NTAL MATTERS: Buyer I	e national that the	aresence of welland	is invite substances
ь.	lockyllon as	bestos and wastes or oth	or environmental h	erards, or the presen	nee of a threatened
	or andengar	ed species or its habital r	nay affect Buyer's	intended use of the	Property. If Buyer Is
	concerned a	bout these metters, an a	ddandum promulga	ted by TREC or req	ulred by the parties
	should be use	rd.		181	
E,		DISCLOSURES: Except a	as otherwise disc	losed in this contra	ect, Saller has no
	knowledge of	the following: iding of the Property whi	_b bas bad a	hada amayba labata	on the upe of the
	(1) Boy ned Property		CH HES HEG E IN	Mailer SOLGIZO GIISIN	Ou die dag of his
	(2) any ne	nding or threatened title:	ation, condemnatio	n, or special asses	sment affecting the
	Property				
	(3) any anvi	ronmental hazards that mater	rially and adversely a	iffect the Property,	
		npsile, landfill, or undergro	ound lanks or cor	talnurs now or prevk	outly located on the
	Property			lan affaither the Oronor	to or
	(5) any wen	ands, as defined by federal o stened or endangered specie	e or their hebital ed	eller the Property	iy, or
). BR	OKERS' FEE	S: All obligations of the	parties for pay	ment of brokers' fee	s are contained in
	arate written e		el liberosymper sono arrow		
	OSING;	_	- 4		
A.	The closing of	f the sale will be on or befor	Augus	115 . 2018	or within 7 days
	after objects	ons made under Paragrap te). If either party falls (n GD nave been	by the Clorine Dat	chever onto is kitti
	(Closing DB	ercise the remedies contains	d in Paragraph 15	by the closing Day	o, ore non-naraming
R	At closing:	dicisa tha lattichina contains	d in retograpie is.		
	(1) Seller s	hall execute and deliver	a general warrant	deed conveying title	to the Property to
	Buver a	nd showing no additional	exceptions to the	se permitted in Para	graph 6 and fumlsh
	tax state	ments or cartificates showing	no delinquent taxes	on the Property.	
	(2) Buyer st	all pay the Sales Price in go	od funda acceptable	to the escrow agent,	and the state of the terr
	(a) police (and Buyer shall execute loan documents and o	ther documents re	propably papulant for	the closing of the
	sala and	the Issuance of the Title Pol	cv.	assiracity required to	the sound of the
		di be no lions, assessme		orests against the Pr	operty which will no
	be satis	fied out of the sales proc	anda unlass securi	ng the payment of ar	ny loans assumed by
		id assumed loans will not be	in default.		
	SSESSION:	session: Seller shall deth	on to Cinese none	earles of the Deeps	du la lle assessi a
74,		dition upon closing and fundi		assort bi dia Frepai	ny m na prosona o
В.	Leases:	Audit apply didn't g all a lorran			
	(1) After th	e Effective Date, Seller	may not execute	any lease (including	g but not Ilmited to
	mineral I	eases) or convey any interes	t in the Property wil	rout Buyer's written con	sent.
	(2) If the P	roperty is subject to any	lease to which So	ler is a party, Seller	shall deliver to Buye
	coptes	of the lease(s) and any Effective Date of the contrac	mova-in condition	tottur sidued by the	retraut witht 1 days
11. SP		VISIONS: (Insert only		ents and business	details applicable
		tEC rules prohibit license			
lar	which a contra	ct addendum or other form I	ias bean promulgate	d by TREC for mandato	ny usa.)
Pu	rchase of 520	3 Tortuga Trail is continger	nt on the purchase	of 5201 Tortuga Trail.	Proportios are being
60	ld logathar,	-			
		0.0	ne		
	identification b	y Buyer (Y) Br	el Sallar A /	77	TREC NO.

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12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Exponses payable by Seller (Seller's Exponses): (a) Releases of existing liens, including prepayment ponalties and recording less; release of Seller's loan Bability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

Toxas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses psystelle by Buyer (Buyer's Expenses): Appraisal fees; losn application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disburiement to one month prior to date of first monthly payments; recording fees; copies of essements and restrictions; loan title policy with endorsaments required by lender; loan-related inspection fees; photes; emortization schedules; one-half of escrow fee; all prepaid litems, including required premiums for flood and hazard insurance, reserve deposits for insurance, at valorem taxes and special governmental assessments; final complience inspection; cowier 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 psyable 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 Lend Board or other governmental loan program regulations.

PRORATIONS AND ROLLBACK TAXES:

13. PRORATIONS AND ROLLBACK TAXES:

PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, accessments, dues and rents will be proreted through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year at taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the proretions 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 Assessments are imposed because of Sellar's use or change in use of the Property prior to closing, the Assessments will be the obligation of Sellar. Obligations imposed by this paragraph will survive closing.

CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other

- 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 samest 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 insurence proceeds, if permitted by Seller's insurence certain, and receive credit from Seller at closing in the amount of the deductible under the insurence polley. Soller's obligations under this paragraph are independent of any other obligations of Seller under this contract. policy. Seller's ob under this contract.
- 15. DEFAULT: If Buyer falls to comply with this contract, Buyer will be in default, and Seller may by entoure specific performance, seek such other relief as may be provided by low, or both or (b)-terminate this contract and receive the samest money as liquidated damages, thereby releasing both parties from this contract. If Seller fells to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by low, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through elternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall beer the mediation costs equally. This peragraph 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.

100

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 parnest money caused by the failure of any finencial 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 Expension, and any excess controlled to Buyer. If no closing occurs, escrow initialed for identification by Buyer (X) and Solier (X). The Technology of the solid track in the solid track in the solid track in the solid track. The closing occurs as scrow initialed for identification by Buyer (X) and Solier (X). The control occurs as the solid track in the solid track in the solid track. The control occurs are some solid tracks in the solid track in the solid tracks in the solid track in the solid tracks in

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	the ear	payment of mest money	equire a write of unpaid ex by the emou	penses incur nt of unpaid	red on lexpen	behalf ises Incu	of a party rred on t	, and (iii) ethalf of t	only ded he party	uct from receiving
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	DAMAC agent (ii) the	SES: Any p within 7 da samest mon	ont from all ad antly who wo ays of recalpl ay; (III) reason agent's noti	ongfully falls t of the requality and the strength of the stre	or refu uest wi s fees; s	ses to si I be liet nd (iv) ell	on a releated to the costs of au	ise accepta other part II.	able to the y for (I) o	tamage s
			o the demand							
Sol	rvive cto lier will	be in defe	All cove ny representa null. Unless accive, negati	tion of Self expressly pro	er in Delidiric	by writt	ract is t	anties tr ntrue on sont, Selle	the Closin	contract g Data, attriue to
Re fore	DERAL venue C elgn sta es proce	TAX REG code and H lus to Buy reds an an	QUIREMENTS Is regulations or that Selfe nount sufficien	s: If Seller s, or If Selle er is not a nt to comply	r is e er fails "loraign with a	la delivi n person applicable	ren affi "then B tax law	lavit or a uyer shall and delive	certificate withhold the same	of non- from the e to the
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Contract Concu	ning 5203 Tortuga Trail; 78731 (Address of P	Austin, Page 7 of 9 2-12-18
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	AN ATTORNEY BEFORE SIGNII Glegal advice, READ THIS CONTRACT (NG; TREC rules prohibit real estate license holders CAREFULLY.
	clo Timothy E. Young ortuna, Ste 450, austin, 78746	Saller's Attorney is: <u>Terry Irion</u>
Phone;	(512)275-7894	Phone:
Fax:		Fax:
E-mail;	Um@ikardwynns.com	E-mail: terry irlan@sprouselaw.com
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Contract Concerning	5203 Tortuga Tran, 78731	Austin,	Paga 8 of 9	2-12-18
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			Engel & Volk	ers Austin	440298
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Associate's Na	sme	Licensa No.	Listing Associa	oto's Name	License No
			kathryn,scart	porough@evusa.com	(512)970-1355
Associate's En	nall Address	Phone	Listing Associa	ale's Email Address	Phone
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Received by

Page 9 of 9

2-12-18

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Contract Concerning 5203 Tortuga Trail, 76731
(Address of Property)

Receipt of \$_ Is acknowledged.

Address

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Produced was sprompt by splogla 16070 Filmen Mile Road, Fisher, Michigan 46008 been not not com-

EXHIBIT B

CAUSE NO. D-1-GN-18-007069

TURNQUIST PARTNERS REALTORS	, §	IN THE DISTRICT COURT
INC. d/b/a ENGEL & VÖLKERS	S	
AUSTIN,	S	
Plaintiff,	S	
	S	
VS.	S	
	S	OF TRAVIS COUNTY, TEXAS
ROBERT TURNER, ITCOA, LLC	S	
d/b/a INDEPENDENCE TITLE	S	
COMPANY, and SECURED LAND	S	
TRANSFER, LLC d/b/a	S	
INDEPENDENCE TITLE,	S	
Defendants.	S	419TH JUDICIAL DISTRICT

ORAL DEPOSITION OF

CAROL DRYDEN BELLOMY

NOVEMBER 4, 2019

ORAL DEPOSITION OF CAROL DRYDEN BELLOMY, produced as a witness at the instance of the Plaintiff/
Counter-Defendant, and duly sworn, was taken in the above-styled and numbered cause on the 4th of November, 2019, from 9:09 a.m. to 1:10 p.m., before Glenda I.
Green, Certified Shorthand Reporter in and for the State of Texas, reported by Computerized Stenotype Machine, Computer-Assisted Transcription, at the offices of Independence Title Company, 5900 Shepherd Mountain Cove, Building II, Suite 200, Austin, Texas, pursuant to Notice and the Texas Rules of Civil Procedure.

- 1 Q. Or you'll see some other initials and a
- 2 number.
- 3 A. Okay.
- 4 Q. I'm going to refer for you by number so it
- 5 will make it easier for you to go to where I'm asking.
- 6 A. Okay.
- 7 Q. Okay?
- 8 A. Okay.
- 9 Q. So if you wouldn't mind flipping to 2371 --
- 10 A. Okay.
- 11 Q. -- EVA 2371.
- 12 A. Okay.
- 13 Q. This appears to be an email between
- 14 Ms. Farmar -- or Farmar --
- 15 A. Uh-huh.
- 16 O. -- Heidi --
- 17 A. Uh-huh.
- 18 Q. -- and Liza Richardson at Engel & Völker --
- 19 Völkers --
- 20 A. Correct.
- Q. Okay? -- copying to Kathryn Scarborough. And
- 22 I believe what's going on here, it appears that
- 23 Ms. Farmar is trying to understand what the commission
- 24 percentages are on this file. And so she is saying --
- 25 Ms. Richardson replies, "Sure I text base [sic] with our

- 1 office. They will be sending it over to you soon. If
- 2 you don't get it don't hesitate to let me know and I'll
- 3 follow up." Okay?
- 4 A. Okay.
- 5 Q. And then flip over to 02370. That's --
- 6 A. Okay.
- 7 Q. -- the prior page.
- 8 A. Okay.
- 9 Q. Ms. Farmar says, "Great thank you..." And
- 10 then Ms. Farmar says, "Who is Michele? Is that another
- 11 agent helping Kathryn? The contract I have for both
- 12 properties is not showing an agent representing the
- 13 buyer. Are the commission percentages for each
- 14 property?"
- Okay. Bear with me. Let's keep going.
- 16 Flip to the next page, 2369. And Ms. Farmar says, "Good
- 17 afternoon, please forward your DA for each property, if
- 18 one is being used for the closings. Please also confirm
- 19 the commission for each property. Will it be 3 percent
- 20 for each?"
- 21 And then finally Ms. Richardson replies,
- 22 at 2368 okay and she says, "No worries. It is 2.25
- 23 for Kathryn and 2.25 for Michele. I'll check on" the
- 24 "DAs." And 2.25, as -- as -- as you know, 2.25 and 2.25
- 25 is a total of 4.5.

1 Mr. Turner to you, and copies to Terry Irion and to

- 2 Heidi.
- 3 MS. HADDAD: Sorry.
- Q. (BY MS. HADDAD) And that's going to be called
- 5 Exhibit No. 60. Take a look at that, Ms. Bellomy.
- 6 (Exhibit 60 marked.
- 7 (Witness taking time to look at document.
- 8 A. Uh-huh.
- 9 Q. (BY MS. HADDAD) Okay. Have you read this?
- 10 A. Yes.
- 11 Q. Okay. Are you familiar with this email?
- 12 A. Yes.
- 13 Q. Okay. And so you had -- At the bottom of this
- 14 page, you have your email there that says, "Good
- 15 morning." This was Sunday at 11:54. "I have attached"
- 16 the "PRELIMINARY Settlement Statements for both
- 17 transactions...," as we looked at before; correct?
- 18 A. Yes.
- 19 Q. And this was Mr. Turner's response literally
- 20 six moments [sic] later where he states, "Carol, Thanks
- 21 for your email but I see a major mistake right off the
- 22 bat. Where did you get the paid commission numbers to
- 23 our realtors? Per my contract the commission owed to
- 24 Engel & Völkers (Kathryn and Michele) is a total of 2.5
- 25 percent.

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1 Terry I may need your involvement here
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- 2 but need to know from you Carol where you got those
- 3 percentage numbers. Lauree Moffett was represented by
- 4 her attorney Tim Young and was not represented be" I
- 5 think he meant "by" "Engel and Völkers as an agent nor
- 6 an intermediary.
- 7 Please respond..."
- 8 Do you recall receiving this?
- 9 A. I do.
- 10 Q. And what respon -- What did you think when you
- 11 received this?
- 12 A. That there was a misunderstanding about the
- 13 commission.
- Q. Okay. And so what did you do once you
- 15 received this?
- 16 A. I'm trying to remember if I was still at the
- 17 office when this came in --
- 18 O. Well --
- 19 A. -- or not.
- 20 Q. -- let me ask you another question --
- 21 A. Okay.
- 22 Q. -- because I'm going to show you your
- 23 response.
- 24 A. Okay.
- 25 Q. Okay?

- 1 A. Sure.
- 2 Q. So you received the listing agreements,
- 3 you-all review them, and presumably you said that
- 4 Ms. Morrison spoke with Mr. Fitzgerald.
- 5 A. Likely, yes.
- 6 Q. Okay. And were you in any meetings with them
- 7 about this --
- 8 A. No.
- 9 O. -- issue?
- 10 Okay. Do you think any of the assistants
- 11 were in any --
- 12 A. No.
- 13 O. -- meetings?
- 14 Were they reviewing correspondence from
- 15 Mr. Turner and looking at his instructions of paying
- 16 less than the listing agreement?
- 17 A. They probably had all the information.
- 18 Q. They had all that information?
- 19 A. Yes.
- Q. Okay. And so I'm going to -- You can put
- 21 those aside for me --
- 22 A. Okay.
- 23 Q. -- Ms. Bellomy.
- I'm going to give you another email
- 25 now --

- 1 with the attorney for Independence Title.
- 2 A. At that point I must have, yes.
- Q. Okay. Do you remember who that was? Was that
- 4 Mr. Fitzgerald, do you think?
- 5 A. Yes.
- Q. Okay. And so he instructed you to reach out
- 7 to Mr. Turner and Mr. Irion saying if -- What did this
- 8 mean exactly? We are comfortable -- "He is comfortable
- 9 closing if we are provided... a copy of your Listing
- 10 Agreement as" -- "as support of the correct amount
- 11 collected for commissions." So would it be fair to say
- 12 that the position that you were giving the seller at
- 13 this time was that, "We'll review the listing agreements
- 14 if you will provide them to us, and we'll confirm that
- 15 what you're telling us is the proper amount per the
- 16 listing agreement to put on the settlement statement"?
- 17 MR. HOBBS: Objection; form. And to the
- 18 extent your question previously is phrased as for
- 19 instructions from Mr. Fitzgerald to her, I'm going to
- 20 instruct her not to answer that --
- Q. (BY MS. HADDAD) I'm not asking you to tell me
- 22 anything about what legal advice or communications you
- 23 had with the attorney. I'm simply asking when this
- 24 message went out to Mr. Turner, was the title company
- 25 stating that if the listing agreement supported what

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1 Mr. Turner had said the commission was at that time,
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- 2 which was 2.5 percent, they would close on that basis?
- MR. HOBBS: Objection; form.
- 4 MR. HENRY: Same objection.
- 5 Q. (BY MS. HADDAD) What's your -- And what were
- 6 you saying here?
- 7 A. We need to review the listing agreements.
- 8 Q. And "after we review them," then what? What
- 9 does this say? Let's break it down.
- 10 A. It doesn't say what happens after we --
- 11 O. Well --
- 12 A. -- review them. It --
- 13 Q. -- it kind of does.
- MR. HOBBS: Let --
- 15 Q. (BY MS. HADDAD) He says, "He is
- 16 comfortable" --
- 17 A. Comfortable --
- 18 Q. -- "closing" --
- 19 A. Yes.
- 20 O. -- "if we are provided with a copy of the
- 21 Listing Agreements as support of the correct amount
- 22 collected for commissions."
- 23 A. Yes.
- Q. So does that mean, "We want to make sure that
- 25 what we put on the settlement statement is what's in the

- 1 listing agreement"?
- 2 MR. HENRY: Object; form.
- 3 Q. (BY MS. HADDAD) I'm just trying to understand
- 4 what that meant.
- 5 A. It -- It -- It means what it -- what it says
- 6 there, is that we're comfortable closing if we're
- 7 provided with a copy of the listing agreement as support
- 8 of the correct amount collected for commissions.
- 9 Q. As support for the correct amount.
- 10 A. Yes.
- 11 Q. Meaning the correct amount would be in the
- 12 listing agreement; right?
- 13 A. It should.
- 14 Q. Okay. Okay. Thank you.
- 15 There's a second email now. Monday
- 16 morning, this is when Mr. Turner replies to you based on
- 17 what you just said to him. Is there a reason -- And --
- 18 And I just don't know the procedure. Is there a reason
- 19 why the brokers would not be part of that discussion?
- 20 A. I -- I don't know that they weren't. I
- 21 mean --
- 22 O. I mean --
- 23 A. -- in --
- 24 O. -- they're --
- 25 A. -- any --

EXHIBIT C

CAUSE NO. D-1-GN-18-007069

) IN THE DISTRICT COURT TURNQUIST PARTNERS REALTORS, INC., d/b/a ENGEL & VÖLKERS AUSTIN, Plaintiff, VS. ROBERT TURNER, ITOCA, LLC, d/b/a INDEPENDENCE TITLE COMPANY, and SECURED) LAND TRANSFER, LLC, d/b/a) INDEPENDENCE TITLE, Defendants. TRAVIS COUNTY, TEXAS ROBERT TURNER, Counter-Plaintiff, VS. TURNQUIST PARTNERS REALTORS, INC., d/b/a ENGEL & VÖLKERS AUSTIN, Counter-Defendant.) 419TH JUDICIAL DISTRICT

ORAL DEPOSITION OF

JAY SOUTHWORTH

November 7, 2019

- 1 Q. (By Ms. Haddad) I'm not asking you about your
- 2 communications with the attorneys.
- MR. HENRY: Object to form, then.
- 4 Q. (By Ms. Haddad) I'm simply wanting to know
- 5 whether you had a conversation with either your escrow
- 6 manager, Mr. Pitman, or anybody that worked with or for
- 7 Independence that wasn't a lawyer about possibly
- 8 escrowing these fees?
- 9 MR. HOBBS: And, again, if Mr. Fitzgerald
- 10 was a party to those communications, as you recall them,
- 11 then I'm instructing you not to answer. If you have a
- 12 memory of any discussion where counsel, as you believe,
- 13 was not present, then you are free to answer, based on
- 14 your recollection.
- 15 A. Counsel was involved.
- 16 Q. (By Ms. Haddad) At all times?
- 17 A. To my recollection, yes.
- 18 Q. Okay. Has Independence Title -- in your
- 19 recollection during your tenure there and even through
- 20 today, has Independence title ever escrowed any real
- 21 estate commissions?
- 22 A. Possibly.
- Q. Okay. Under what circumstances would that be
- 24 something the title company might consider doing?
- 25 A. If we had a written escrow agreement asking us

- 1 to hold the funds for some reason.
- Q. Okay. So a written escrow agreement is usually
- 3 required to escrow funds, right?
- 4 A. Yes.
- Q. Okay. And why is that, in your opinion?
- 6 A. Why is it required to be written?
- 7 Q. Why do you need an escrow agreement in order to
- 8 escrow funds?
- 9 A. Because it's required to have so that all the
- 10 parties know the details of the disbursement of the
- 11 escrow.
- 12 Q. Okay. Okay. Do you know if there was ever a
- 13 proposal made to the buyer or the -- or excuse me -- the
- 14 broker or the seller, in this case, which would be
- 15 Mr. and Mrs. Turner and their lawyer and my client and
- 16 her lawyer, about the possibility of escrowing these
- 17 funds with Independence Title pursuant to a written
- 18 escrow agreement?
- 19 A. I don't know what -- what conversations the --
- 20 the lawyers had, no.
- Q. Okay. Were you ever aware of the conversations
- between the title company and Mr. Turner's attorney,
- 23 Terry Irion?
- 24 A. No.
- Q. Did anybody explain those communications to

- 1- you --
- 2 MR. HOBBS: Object and --
- 3 Q. (By Ms. Haddad) -- other than -- other than --
- 4 listen, I'm not asking you ever to tell me anything
- 5 about your lawyer conversations. Okay?
- 6 MR. HOBBS: And I appreciate that.
- 7 Q. (By Ms. Haddad) You lawyer's entitled to
- 8 object --
- 9 MR. HOBBS: And instruct.
- 10 Q. (By Ms. Haddad) -- and instruct.
- But, again, apart from your lawyers, did
- 12 you ever have any discussion with anyone at Independence
- 13 Title -- excuse me. Let me rephrase.
- 14 Did you ever have a conversation with
- anyone where you discussed -- except for your lawyers,
- 16 where you discussed the position of the attorneys that
- 17 represented Mr. and Mrs. Turner and my client?
- 18 A. Not that I recall.
- 19 O. Were you aware that my client's attorney and
- 20 Rob Turner's attorney were talking to the title company?
- 21 A. My understanding was our attorney, her
- 22 attorney, and their attorney were all talking.
- Q. Were talking.
- And you were not involved in that process?
- 25 A. No.

- 1 Q. Okay. So there have been occasions in the
- 2 title business at Independence where people have
- 3 escrowed commissions pursuant to escrow agreements?
- 4 MR. HOBBS: Objection; form.
- 5 Q. (By Ms. Haddad) Correct?
- 6 MR. HOBBS: Objection; form.
- 7 A. Quite possibly when we've had situations where
- 8 a broker and a agent that worked for them had a dispute,
- 9 and we will hold funds until they resolve their dispute.
- 10 Q. (By Ms. Haddad) Okay.
- 11 A. But it's a written agreement --
- 12 Q. I understand.
- 13 A. -- period.
- 14 O. I understand.
- 15 And do you know whether a written
- 16 agreement was proposed to Mr. Turner?
- 17 A. I don't know.
- 18 Q. Okay. Who would know?
- 19 A. I would assume the attorneys would know.
- 20 Q. Okay. Anyone else at Independence might know
- 21 that?
- 22 A. Our escrow manager might know.
- 23 O. Okay. Is that something that -- in this
- 24 case -- let me back up.
- In this case -- I don't know if you know

EXHIBIT D

COATS ROSE

A PROFESSIONAL CORPORATION

Rex J. Zgarba Ateorney RZGARBA@COA'SROSE COM DIRECT: (512) 684-3848 Ban: (512) 469-9408

August 14, 2018

Ms. Carol Bellomy
Branch Manager/Escrow Officer
INDEPENDENCE TITLE
5503 Balcones Drive
Austin, Texas 78731

Via Email: chellomy@independencetitle.com and Via Fax to: 512-814-2041

Re:

Properties:

5201 and 5203 Tortuga Trail, Austin, Travis County, Texas

Seller:

Robert Turner and Lesli Turner

Buyer:

Laurce Z. Moffett

Dear Ms. Bellomy:

I represent Engel & Völkers Austin and its principal, Michele Tumquist. Engel & Völkers serves as Scller's sole and exclusive real estate agent for both of the above-referenced properties pursuant to separate Residential Real Estate Listing Agreements, one respective to each property (the "Listing Agreements"). I have enclosed copies of the Listing Agreements for your reference.

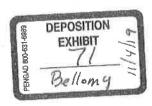
As you are aware, the Properties currently are under contract to Buyer Lauree Z. Moffett pursuant to separate real estate sales contracts (the "Contracts"). Each of the Contracts designates you and Independence Title as escrow agent for the transaction. (I have also enclosed copies of the Contracts for your convenience.) I understand the closing of this transaction is scheduled for tomorrow, Wednesday, August 15th.

The purpose of this letter is to advise Independence Title that a dispute between Seller and my client has arisen related to the amount of broker compensation that has been earned and is now payable to my client under the Listing Agreements and Contracts. Discussions between Seller's attorney, Terry Irion, and me have so far not resolved the issue. In order to avoid Independence Title becoming embroiled in this dispute and potential future litigation, I request that at tomorrow's closing my client be paid the undisputed amounts with the remaining, disputed amounts held in eserow by Independence Title—all as outlined below.

As the only agent designated in the Contracts for either Buyer or Seller and based on the written agreements between Seller and my client, the appropriate method for calculating broker

Barton Cars Plaza, 901 S. Mopac Expay, Blend 1, Stic560, Austin, Texas 787-16 Phone: (\$12) 469-7987 - Fax: (\$12) 469-9408 Web were engineecom

HOUSTON | AUSTIN | DALLAS | SAN ANTONIO | NEW ORLEANS | CINCINNATI 4821-3119-6528.v1



August 14, 2018 Page 2

compensation is found in Section 5.A.(1) of the Listing Agreements. Accordingly, my client's fee is \$560,000.00—five-percent (5%) of the Contracts' collective sales price of \$11,200,000.

With no written agreement from my client altering the broker compensation formulas in the Listing Agreements, I understand Seller previously authorized you to pay a fee equal to 2.5% of the total transaction, for a reduced broker compensation of only \$280,000.

My client vigorously disputes any basis for a reduction in the compensation earned and payable under the Listing Agreements. Therefore, demand is hereby made that a payment in the amount of \$280,000 be tendered tomorrow out of closing directly to Engel & Völkers Austin with the remaining \$280,000 placed in escrow by Independence Title until a written agreement can be reached between the parties or until a court order is obtained directing release of the escrow funds.

If you or the title company's attorney would like to discuss this matter, I am available the remainder of today and all day tomorrow and can be reached directly at 512-684-3848; otherwise, I request written confirmation from you that Independence Title will honor the request for payment and escrow of funds.

By copy of this letter to Terry Irion and Tim Young, Seller's and Buyer's attorneys respectively, I make them aware of this request and confirm the conversations I had with each of them earlier in the day.

Sincerely,

Rex J. Zgarba

Enclosures

Cc:

Mr. Jay Southworth Chairman INDEPENDENCE TITLE 5900 Shepherd Mountain Cove Bldg. II, Suite 200 Austin, Texas 78730 Via Email: jsouthworth@independencetitle.com and Via Fax to: 512-454-4559

4821-3119-6528,v1

August 14, 2018 Page 3

Ms. Jennifer Goodrum Commercial Operations/ Business Development Manager INDEPENDENCE TITLE 5900 Shepherd Mountain Cove Bldg. II, Suite 200 Austin, Texas 78730 Via Email: jgoodrum@independencetitle.com and Via Fax to: 512-767-6375

Terri L. Irion
SPROUSE SHRADER SMITH, PLLC
1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Via Email: terry.irion@sprouselaw.com and Via Fax to: 512-328-1558

Tim Young IKARD WYNNE, LLP 2901 Via Fortuna Bldg 6, Suite 450 Austin, Texas 78746 Via Email: tim@ikardwynne.com and Via Fax to: 512-275-7333

Client:

Via Email only

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TEXAS ASSOCIATION OF REALTORS

RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY ITERSONS WHO MAE HOT MEMBORS OF THE TEXAS ASSOCIATION OF REAL TORSIO IS NOT AUTHORIZED.

Sener: Rob	Turner	The first time of the second s	5	1
à de la constant				
Addres City St	S:5201 Tortuga Trail		****	
Phone:	ate, Zip:Austin, TK 78731 512-573-9762	7 TV T4-5		
E-Mall:	turnerhomes@gmail.com		ex:	
	l & Volkers Austin	110 1 1 2 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		
Address	3700 Bee Cave Road, Suite 102			27-3 /
Cily, Str	ite, Zip: Austin, TX 78746	- Vitalian Control		
Phone:s	12.970.1355	The state of the state of		
E-Mail:k	athryn scarborough@evura.com		8x:	
Seller appoi	nts Broker as Seller's sole a	and exclusive real estate	agent and grants to B	roker the exclusi
	: "Property" means the lens			
A. Land: Lo	<u> </u>	, Block	ABS 7 CHAMBERS T	ACR:8510
in Travis C	NUMBER OF THE PROPERTY OF THE	Addition,	City of August	
5201 Tortue	Trail	County, Texa		
or as des	cribed on attached exhibit. (7875 Il Property Is a condomir	nium, attach Condominiu	uddress/zip code
 B. Improyem described 	ents: The house, garage real property, including with	and all other fixtures ar hout limitation, the follow	nd improvements attect ving permanently linate screens, shutters, awn	ned to the above
carpeting, equipment security ar system, kir	mirrors, ceiling tans; attlc te, t, mounts and brackets to d fire detection equipment, ichen equipment, garage do julpment, and all other proj	r televisions and speak wiring, plumbing and lig	n antennas and satellite ters, heating and air-o hiling fixtures, chandelle	ings, wall-to-wall dish system and onditioning units, is, water softener
carpeling, equipment security ar system, kit cooking en property. C. Accessorie fireplace of keys, above logs, and	, mounts and brackets to id fire detection equipment,	r televisions and speak wiring, plumbing and lig or openers, cleaning equ perly owned by Seller a related accessories, if a bilinds, window shades,	n antennas and satellite lets, healing and air-co- hiling fixtures, chandelle ulpmant, shrubbery, land nd attached to the about my: window air condition draperies and rods, do draperies and rods, do	ings, wall-to-wa dish system and onditioning units is, water softened scaping, outdoor we-described rea ning units, stove, or keys: mailbox

Resid	ential Listing concorreng \$201 Torruga Trail, Austin, TX 78731
D	Exclusions: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession:
Ε.	Owners' Association: The property is is not subject to mandatory membership in a property pwners' association.
So	STING PRICE: Seller instructs Broker to market the Property at the following price: \$9,955,000 isting Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to alter. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's closing costs are those set forth in the residential contract forms promulgated by the Texas Real state Commission).
4. TE	FRM:
A.	This Listing begins on 09/25/2017 and ends at 11:59 p.m. on 07/01/2018
B.	If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.
5. BR	OKER COMPENSATION:
A.	When earned and payable, Seller will pay Broker:
	(1) 5 % of the sales price.
	(2) 4.5% if Kathryn Scarborough & Michele Turnquist acts as intermediary between both buyer and seller.
(Earned: Broker's compensation is earned when any one of the following occurs during this Listing: (1) Sellier sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms; (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller, or (3) Seller breaches this Listing.
C. F	Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the
Č	1) the closing and funding of any sale or exchange of all or part of the Property; 2) Seller's refusal to sell the Property after Broker's compensation has been camed; 3) Seller's breach of this Listing; or
į.	4) at such time as otherwise set forth in this Listing.
to	roker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) eller's failure, without fault of Selfer, to deliver to a buyer a deed or a title policy as required by the ontract to self; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Selfer's failure restore the Property, as a result of a casualty loss; to its previous condition by the closing date set of the property.
D. Q	ther Compensation:
(1)	Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees
AR-1101)	01-01-14 Inhialed for Identification by Broker/Associate and Seller Page 2 of 10 Kers 3700 Bee Cave Rd #102 Austin, TX 78746 512-328-3939 Kathryn Scarborough

Reside	ntial Listing concerning 5201 Tortuga Trail, Austin, TX 78731
	and collection expenses, an amount equal to the leaser of one-half of the amount collected at deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount product this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive subsequently selling the Property.
	(2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a ferror the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.
	(3) Other Fees and/or Reimbursable Expenses:
£. j	Protection Period:
(Protection period means that time starting the day after this Listing ends and continuing for 99 days. "Self means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
(2	2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
(s)) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if: (a) Seller agrees to sell the Property during the protection period; (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS to at the time the sale is association.
F. Co	Nunty: All amounts payable to Broker are to be paid in cash in
G, Es	crow Authorization: Seller authorizes, and Bioker may so instruct, any escrow or closing agent
	John Libert Lib Louis.
D A. Bro teq info	ker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time uired by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit rmetion about this Listing and the sale of the Property to the MLS.
; ;	Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS may use the information or market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. Submission of information to MLS may be submission as appraisal district.
(TAR-1101) 01-	
Engel & Volker	3700 Discours to a second to
F. CO. Triant to F. Co. State to F. Co. LISTIN ID A. Bro frequents into the control of the contr	would have been entitled to receive if this Listing were still in effect. This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply it: (a) Seiter agrees to sell the Property during the protection period; (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated; and (c) Seiter is obligated to pay the other broker a fee for the sale. (c) Seiter is obligated to pay the other broker a fee for the sale. (d) Authorization: Seiter authorizes, and Broker may so instruct, any escrow or closing agent thorized to close a transaction for the purchase or acquisition of the Property to collect and disburse discover all amounts payable to Broker under this Listing. G SERVICES: (a) Services (MLS) by the earlier of the time turied by Mi.S rules or 5 days after the date this Listing Services (MLS) by the earlier of the time turied by Mi.S rules or 5 days after the date this Listing begins. Seiter authorizes Broker to submit it is about this Listing and the sale of the Property to the MLS. (a) Molice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. MLS rules may require that the information be submitted to the or market evaluation or appraisal purposes. Subscribers are other brokers and other real estate more submitted to the MLS throughout the time the Listing is in effect. Subscribers are other brokers and other real estate more submitted to the MLS becomes the property of the MLS for all purposes. Submission of information to MLS insures that persons who use and benefit from the MLS also contribute Information.

Hesk	Penial Listing concerning 5201 Tortuga Trail, Austin, TX 78731
	 Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) unt days after the date this Listing begins for the following purpose(s): Upon completion of construction, photography, and marketing: (NOTE: Do not check if prohibited by Multiple Listing Service(s).)
ПС	
	. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.
	Notice: Seller acknowledges and understands that if this option is checked: (1) Seller's Propert not be included in the MLS database available to real estate agents and brokers from other estate offices who subscribe to and participate in the MLS, and their buyer clients may not be at that Seller's Property is offered for sake; (2) Seller's Property will not be included in the M download to various real estate internet sites that are used by the public to search for propistings; and (3) real estate agents, brokers, and members of the public may be unaware of terms and conditions under which Seller is marketing the Property.
7. AC	CCESS TO THE PROPERTY:
	Authorizing Access: Authorizing access to the Property means giving permission to another person enter the Property, disclosing to the other person any security codes necessary to enter the Property and lending a key to the other person to enter the Property, directly or through a keybox. To facility access the Property at reasonable times:
0)	(2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access Properly at reasonable times; and
()	(3) duplicate keys to facilitate convenient and efficient showings of the Property.
₿.	Scheduling Companies: Broker may engage the following companies to schedule appointments and authorize others to access the Property:
e i	Keybox: A keybox is a locked container placed on the Property that holds a key to the Propert A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, as contractors to show, inspect, or repair the Property. The keybox is opened by a spectombination, key, or programmed device so that authorized persons may enter the Propert are in Seller's absence. Using a keybox will probably increase the number of showings, be notives risks (for example, unguthorized entry, theft, property, damage, or personal injury tellther the Association of REALTORS® nor MLS requires the use of a keybox.
) Broker □ is Ø is not authorized to place a keybox on the Property.
	If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a writte statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox of Broker may remove the keybox from the Property.
Pr Ex	ability and Indemnification: When authorizing access to the Property, Broker, other brokers, the sociates, any keybox provider, or any scheduling company are not responsible for personal injury of openly loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury company for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any for personal injury, property damage, or other loss.
COOP	PERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to citive buyers. Broker will offer to pay the other broker a fee as described below if the other broker as a buyer that purchases the Property.
	01-01-14 Initiated for Identification by Broker/Associate vn q and Sellon (C.). Pege 4 of 10
gel & Voll	Rers 1700 Ber Cave Rd #102 Austin, TX 78746 512-328-3939 Kaihryn Scarborough

Hesi	OCHIBI LESI	Sling concerning5201 Tortuga Trail, Austin, TX 78731	
I TV	A. MLS offer (1) If (2) If I	Participants: If the other broker is a participant in the MLS in wir to pay the other broker: I the other broker represents the buyer: 2.5 % of the sales price in the other broker is a subagent: 0 % of the sales price.	ce or \$; and
	will of (1) if t	MLS Brokers: If the other broker is not a participant in the MLS in offer to pay the other broker: the other broker represents the buyer: 2 % of the sales prior the other broker is a subagent: 0 % of the sales prior	n which this Listing is illed, Broke te or \$ and
9. 16	TERME	EDIARY: (Check A or B only.)	e or \$
I EU; A,	Broker accorda	nediary Status: Broker may show the Property to Interested sents. If a prospective buyer who Broker represents offers to bur to act as an intermediary and Broker will notify Seller that Brance with one of the following atternatives.	y the Property, Seller authorizes troker will service the parties in
	ther advi	a prospective buyer who Broker represents is serviced by an as rvicing Seller under this Listing, Broker may noutly Seller that Broken en servicing Seller to communicate with, carry out instructions vice during negotiations to Seller, and (b) appoint the associate yer to the prospective buyer for the same purpose.	(ar will: (a) appoint the associate
	carry	a prospective buyer who Broker represents is serviced by the siler, Broker may notify Seller that Broker will: (a) appoint another my out instructions of, and provide opinions and advice during ver; and (b) appoint the associate servicing the Seller under this Leose.	associate to communicate with.
	repre	ker may notify Seller that Broker will make no appointments as t and, in such an event, the associate servicing the parties will act resentative, who may facilitate the transaction but will not ren oliations to either party.	described under this Paragraph solely as Broker's Intermediary der opinions or advice during
DB,	No intern Broker re	rmediary Status: Seller agrees that Broker will not show the Propresents.	early to prospective buyers who
Notice:	as mi pri wri ma pro oth the ma ma	oker acts as an intermediary under Paragraph 9A, Broker an nay not disclose to the prospective buyer that Seller will taking price unless otherwise instructed in a separate writing nay not disclose to Seller that the prospective buyer will parties submitted in a written offer to Seller unless otherwise riting by the prospective buyer; hay not disclose any confidential information or any respective buyer apacifically instructs Broker in writing the the prospective buyer apacifically instructs Broker in writing the property in the property; and as a condition of the property; and any not violate the Real Estate License Act.	by Seller; lay a price less than the by Seller; lay a price greater than the se instructed in a separate Information Seller or the g not to disclose unless
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Digel & Vol	kers	3700 Bee Cave Rd #102 Austin, TX 78746 \$32-328-3939	
- B- 0 VOI	nc13	5700 Bee Cave Rd #102 Austin, TX 78746 \$12-328-3939	Kathryn Scarborough

10.	may not	on obtained in disclose to Se	confidence from Se	ler e	isting or after it ends, Broker may not knowingly disclosexcept as authorized by Seller or tequired by law. Broker mation regarding any other porson Broker represents of
11.	BROKE	R'S AUTHORIT	Y:		
	A. Brok	er will use reas negotiate the se	onable efforts and a le of the Property.	ıct d	iligently to market the Property for sale, procure a buye
	B. Broke is ch	er is authorized acked:	to display this Listin	ig on	n the Internet without limitation unless one of the followin
		 Seller doe Seller doe 	s not want this Listin s not want the addre	g 10 58 D	be displayed on the Internet. I the Property to be displayed on the Internet.
1	cond	seller understa uct searches onse to their se	for listings on the	iges Int	that, if box 118(1) is selected, consumers who ernet will not see information about this Listing in
(C. Broke	er is authorized	to market the Proper	1y wi	ith the following financing options:
	(2) (3)) Conventional) VA) FHA) Cash		⊐ (€	5) Texas Veterans Land Program 5) Owner Financing 7) Other
C	(1) e c i i (2) p c (3) (4) d (4) d (5) o (6) a c (7) di (8) i i c (9) a (10) pl (10)	advertise the Priceating and plinages of the Privace a "For Salieses", umlsh comparatisseminate Informatio copt and deproperty; isclose the saliesements; response to inconsidering more pectically instruction, during ace Information ectionic transar	acing advertisement openty and related in e' sign on the Prope tive marketing and s rmation about the P sures or notices that n from any holder of osit earnest money es price and terms quiries from prospect than one offer (Bro- cted by Seller); or affer this Listing of about this Listing titon platform (typics	d mits with the window window with the window window with the window window wi	sting. Broker may: ethods as Broker determines, including but not limited to tith interior and exterior photographic and audio-visual nation in any media and the Internet; and remove all other signs offering the Property for sale or information about other properties to prospective buyers; try to other brokers and to prospective buyers; including ter is required to make under law or a contract; the secured by a lien on the Property; trust in accordance with a contract for the sale of the sale to other brokers, appraisers, or other real estate buyers and other brokers, disclose whether the Soller is will not disclose the terms of any competing offer unless that Broker "sold" the Property; and a Property, and a transaction for the Property on an in Internet-based system where professionals related to s, lenders, and others may receive, view, and input
E,	Broker Propert	is not authorize y.	d to execute any do	cum	ent in the name of or on behalf of Seller concerning the
(TAR-1	101) 01-01-	·14 Initialed for	Identification by Broker	Asso	Page 6 of 10
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Residential Listing concerning 5201 Torruga Traff, Austin, TX 78733

Residential Listing	concerning 5201 Tortuga Trail, Austin, TX 78731
12. SELLER'S	REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:
A. Sener I	IES ICS SIMPle lille to and peaceable noceaecing of the Property and of the
HALLIES	United and the legal canacity to convey the Proposity
B. Seller II	s not bound by a listing agreement with another broker for the sale, exchange, or lease of the
laws an	of or spa and any required enclosures, fences, gates, and latches comply with all applicable ordinances:
D. no pers	on or entity has any right to purchase, lease, or acquire the Property by an option, right or other agreement;
E. Seller k	s current and not delinquent on all loans and all other financial obligations related to the including but not limited to mortgages, home equity loans, home improvement loans mer association fees, and taxes, except.
F. Seller except	is not aware of any liens or other encumbrances against the Property
G. the Prop	erty is not subject to the jurisdiction of any court;
H. all Information	nation relating to the Property Seller provides to Broker is true and correct to the best of
I. the nam	e of any employer, relocation company, or other entity that provides benefits to Seller when the Property is:
13. SELLER'S A	DDITIONAL PROMISES: Seller agrees to:
.A. cooperal	e with Broker to facilitate the showing marketing and sale of the Property
D. Courente	of 18256 Ing. Property during this Listing without Broker's prior writing appreciate
buyers to	mate with any prospective buyer who may contact Seller directly, but refer all prospective
D. not enter	into a listing agreement with another broker for the sale, exchange, lease, or management of
nie Ciope	TO DECOME BRECOVE GUIDOG DES L'ESTING WILDOWS PROPER OF OF DESTREES
F. provide B	any pool and all required enclosures in compliance with all applicable lews and ordinances;
C complete	tenants moving in or out of the Property;
H. amend ar	any disclosures or notices required by law or a contract to sell the Property; and by applicable notices and disclosures if any material change occurs during this Listing.
14. LIMITATION	OF LIABILITY:
A. If the Proj	perty is or becomes vacant during this Listing, Seller must notity Seller's casually insurance
company	and request a "vacancy clause" to cover the Property. Broker is not responsible for the the Property nor for inspecting the Property on any periodic basis.
CHITHIO	not reaponsible or liable in any manner for personal injury to any person or for loss or any person's real or personal property resulting from any act or omission not caused
Dy KILDKOL	5 recingence, including but not home of to intries or demands entred by
(1) Oluer i	prokers, their associates, inspectors, appraisers, and contractors who are authorized
TO MECA	SB IDS Property:
Mensit	
(4) Treezin	third parties (for example, vandalism or theft); g water pipes;
(5) a dang	erous condition on the Property:
(b) Ine Pro	party's non-compliance with any law or ordinance: or
(7) Seller,	negligantly or otherwise.
(TAR-1101) 01-01-14	initiated for identification by Broker/Associate my and Seller R. Page 7 of 10
	3700 Bee Cave Rd #102 Auxilin TX 78746 512-328-3939 Kathryn Scarborough
Engel & Volkers	3700 Bee Cave Rd #102 Auxtin, TX 78746 512-328-3939 Kathryn Scarborough

Residential Listing concerning5201 Tortuga Trail, Austin, TX 78731
 C. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, altornay's fees, and expenses that: (1) are caused by Seller, negligently or otherwise; (2) arise from Seller's failure to disclose any material or relevant information about the Property; or (3) are caused by Seller giving incorrect information to any person.
15-BPECIAL PROVISIONS:
Property to remain a pocket listing until instructed by celler to list on arrive All Consults.
(Seller-to pay for raplacement of rights.
Upon cortly termination. Engel & Volkers/Kathryn Scarborough/Michele Ternquist will be reimbursed for all advertising and marketing expenses. C , T
16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
17. MEDIATION: The parties agree to negotiate in good faith in an ellort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.
18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are: A. Information About Brokerage Services; B. Seller Disclosure Notice (\$5.008, Texas Property Code); C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (regulated if Property was hull before 1979).
D. Besidential Besi Property Affide 37 / 1 47 April
F. Request for Information from an Owner's Available of Chapter 49, Texas Water Code):
G. Request for Mortgage Information; H. Information about Mineral Clauses in Contract Forms;
U. I. Intotruation about On-Site Sawer English
J. Information about Property Insurance for a Buyer or Seller; K. Information about Special Flood Hazard Areas;
Li Cunnominium Addinotum to Lettern
M. Keybox Authorization by Tenant: N. Seller's Authorization to Release and Advertise Certain Information; and O.
(TAR-1181) 01-01-14 Initialed for Identification by Broker/Associate Target and Seller (2.1).
Engel & Volkers 3700 Bee Cave Rd #102 Austin, TX 78746 512-328-3939 Kathryn Scarborough

20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except
 by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. <u>Binding Effect</u>: Selfer's obligation to pay Broker earned compensation is binding upon Selfer and Selfer's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. <u>Soverability</u>: If a court finds any clause in this Listing Invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, tax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.
- B. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).
- Broker advises Saller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.
- D. Broker advises Seller to review the Information Broker submits to an MLS or other listing service.
- E. Broker advises Sellar to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.
- F. Statutes or ordinances may regulate certain items on the Property (for example, awimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in lines, penalties, and liability to Seller.
- G. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.

(TAR-1101) 01-01-14	Initiated for Identification by Broker/Associate Tand Saller		Page 9 of 10
Engel & Volkers.	3700 Bee Caye Rd #102 Ausun, TX 78746 512-328-3939	Kathryn Scarbor	ough
		The second secon	

H. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.

Engel & Volkers Broker's Printed Name	License No.	Rob Turner / O K - V	winey.
☐ Broker's Signature ☐ Broker's Associate's Signature as agent of Broker) (G/L/L) an authorized	Rob Jumy Seller's Signature	10/1/17- Date
Kathryn Starborough Broker's Associate's Printed Name, if a	pplicable	Seller's Printed Name	
		Seller's Signature	Date

 (TAR-1101) 01-01-14
 Page 10 of 10

 Engel & Volkers
 3700 Bee Cave Nd #102 Austin, TX 78746512-328-3939
 Xathryn Scarborough



URS OF THE FORM BY PERSONS WHO AND MOT MINISTERS OF THE YEARS ASSOCIATION OF REALITORISE IS NOT AUTHORIZED. BY DEEM ASSOCIATION OF REALITORISE, No., 1949

AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES

CONCERNING THE PROPERTY AT 5201 Tortuga Trail, Ausdin, TX 78731 "Owner" means the seller or landlord of the above-referenced Property. Effective 05/24/2018 _, Owner and Broker amend the above-referenced Listing as follows: B. The date the Listing and alin Paragraph 4 of the Listing is changed to: 09/19/2018 ☐ C. Owner instructs Broker to cease marketing the Property on resume marketing the Property on: ☐ (1) receipt of further instructions from Owner, or ☐ (2) and to The Listing is not terminated and remains in effect for all other purposes. D. Paragraph(s) _are changed as follows: Seller or Landlord (TAR-1404) 1-7-04 Engel & Volkers - Austin 3700 Bee Cave Rd #102 Austin, 1X 78746



TEXAS ASSOCIATION OF REALTORS

RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT NEMBERS OF THE TEXAS ASSOCIATION OF REALTOASO IS NOT AUTHORIZED.

TEXAS ASSOCIATION OF REALTOASO IS NOT AUTHORIZED.

	Seller: Rob Tr	irner	The second secon
	Address:5	203 Tortuga Trail	
	City, State	Zip:Austin, TX 7873	
	Phone:512	-573-8762	Fax:
	E-Mail:rtu	nerhomes@gmail.com	
(Broker: Engel 8	Volkers Austin	
	Address:3	700 Bee Cave Road, St	Ste 102
	City, State	, Zlp: Austin, TX 7874	
	Phone:312	970.1355	Fax:
	F-Mall karl	ryn.scarborough@ev	I GA
	111111111111111111111111111111111111111	" I The state of the state	PRODUCTION OF THE PRODUCTION O
	lescribed excl Land: Lot	100000	, ABS 7 CHAMBERS T J ACR 0.8040 Addition, City of Austin
			Addition City of Auretin
	To be		
	In Travis Cou	inty	County: Texas known as
	in Travis Cou 5203 Tortuga	Traff	County; Texas known as (address/zip.cod
	or as descr	Trail ibed on attached e	County, Texas known as 78731 (address/zip code shibit. (II Property is a condominium, attach Condominium Addendum.)
В	Jmproyeme described i items, if a carpeting i equipment, security an system, kits	mail ibed on attached e ints: The house, i real property, including: all equipme mirrors, ceiling fans mounts and brac dire detection equipment, can be equipment, can equi	County; Texas known as (address/zip.cod
	szos Tertuga or as descri described i items, if a carpeting, if equipment, security an system, kito cooking eq property. Accessories lireplace so keys, above logs, and o	mail ibed on attached e ints: The house, i real property, including: all equipme mirrors, ceiling fans mounts and brar diffre detection equipment, gauipment, and all of the following degreens, curtains and argound pool, swiis	County, Texas known as 18731 (address/zip code chibit. (If Property is a condominium, attach Condominium Addendum.) parage and all other fixtures and improvements attached to the above ling without limitation, the following permanently Installed and butternation and appliances, valances, screens, shutters, awnings, wall-to-we attic fans, mail boxes, television antennas and satellite dish system at kets for televisions and speakers, heating and air-conditioning unit perment, wiring, plumbing and lighting fixtures, chandellers, water soften rage door openers, cleaning equipment, shrubbery, landscaping, outdo near property owned by Seller and attached to the above-described rescribed related accessories, if any: window air conditioning units, stove it rods, blinds, window shades, draperies and rods, door keys, mailbounding pool equipment and maintenance accessories, articled fireptile dish systems. (ii) ograge doors. (iii) entry gates and (iv) other little dish systems.

D.	Exclusion	s: The following improvements	and accessories will	be retained by Seller and must be
	removed	prior to delivery of possession:		
E.	Owners' A	Association: The property is is sociation,	Dis not subject to	mandatory membership in a property
Sel typi	ller. Seller	will pay all typical closing costs of costs are those set forth in the	perty for the Listing Pr	1 2,995,000 I following price: \$53,256,000 ice or any other price acceptable to sidential real estate in Texas (seller's arms promulgated by the Texas Real
4. TE	RM:			Rit
Α.	This Listing	g begins on 10/04/2017	and ends at 11:59 p	5/31/17 o.m. on 07/31/2016
В.	If Seller en the contrac	ters into a binding written contract is binding on the date this Listin	ct to sell the Property b ng begins, this Listing w	efore the date this Listing begins and vill not commence and will be void.
5. BRO	OKER COM	MPENSATION:		1 Carron 1
		ed and payable, Seller will pay B	roker:	Tuck Fluor Chris Base
_	A.Carago Special	% of the sales price.		Chris Basse
() D	2) If Michele	Turnquist & Kathryn Scarborough brings	a buyer, seller has agreed to	pay a Dai fee of \$240,000 for 10 be built.
(Seller s Property Broker i buy the	sells, exchanges, options, agree y to anyone at any price on any to	men any one of the folkes to sell, agrees to erms;	exchange; or agrees to option the
.e	arner or:			ring this Listing or after it ends at the
(2	2) Seller's i	ing and funding of any sale or ex refusal to self the Property after E breach of this Listing; or time as otherwise set forth in this	Broker's compensation	the Property; has been earned;
co	ontract to s restore th	re, without fault of Seller, to del ell; (ii) loss of ownership due to t	iver to a buyer a deed foreclosure or other leg ually loss, to its previou	s not close or fund as a result of: (i) for a title policy as required by the lat proceeding; or (iii) Seller's failure us condition by the closing date set
D. <u>O</u>	ther Comp	ensation:		
(1)	Dy Sun, C	erty entered into during this List	wise from a buyer who ing, Seller will pay Bro	noney, the sales price, or damages breaches a contract for the sale of ker, after deducting attorney's fees
MAD INOL	01-01-14	Initialed for Identification by Broker/As	sociale M T and Seller	[C]. Page 2 of 10
(izan-i iui j		3700 Bee Cave Rd #102 Austin,		

		deduction	Election expenses, an amount equal to the lesser of one-half of the amount of the Broker's Compensation stated in Paragraph 5A his Paragraph 5D(1) is in addition to any amount that Broker may be entuently selling the Property.	. Any amount paid
		mover, o	Providers: If Broker refers Seller or a prospective buyer to a service pro- cable company, telecommunications provider, utility, or contractor) Broker e service provider for the referral. Any referral fee Broker receives under in addition to any other compensation Broker may receive under this Listi	may receive a fee der this Paragraph
	(3)	Other Fe	ees and/or Reimbursable Expenses:	
			Control of the Contro	
				
E,	Pro	tection P	eriod:	
	, 1	days. 18	ion period means that time starting the day after this Listing ends and cor Sell means any transfer of any fee simple interest in the Property whethe ent or option.	ntinuing for 90 r by oral or written
	:	names o sell the l person n	r than 10 days after this Listing ends, Broker may send Seller written no of persons whose attention was called to the Property during this Listing. Property during the protection period to a person named in the notice of named in the notice, Seller will pay Broker, upon the closing of the sale, the been entitled to receive if this Listing were still in effect.	If Seller agrees to r to a relative of a
	((a) Seller (b) the P of RE	ragraph 5E survives termination of this Listing. This Paragraph 5E will not it agrees to sell the Property during the protection period; Property is exclusively listed with another broker who is a member of the EALTORS® at the time the sale is negotiated; and it is obligated to pay the other broker a fee for the sale.	
F.	Cou		amounts payable to Broker are to be paid in cash in County, Texas.	
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
G,	auth	orized to	horization: Seller authorizes, and Broker may so instruct, any escrow or close a transaction for the purchase or acquisition of the Property to co amounts payable to Broker under this Listing.	or closing agent llect and disburse
6. LIS	TING	SERVI	ICES:	
□ A.	requ	ilred by I	ile this Listing with one or more Multiple Listing Services (MLS) by the a MLS rules or 5 days after the date this Listing begins. Seller authorizes about this Listing and the sale of the Property to the MLS.	
	N fi	or particle MLS thro or marke profession he MLS	MLS rules require Broker to accurately and timely submit all information ipation including sold data. MLS rules may require that the information be bughout the time the Listing is in effect. Subscribers to the MLS may uset evaluation or appraisal purposes. Subscribers are other brokers and mass such as appraisers and may include the appraisal district. Any information becomes the property of the MLS for all purposes. Submission of that persons who use and benefit from the MLS also contribute information.	e submitted to the se the information other real estate imation filed with primation to MLS
	•			
(TAR-11		-01-14	Initialed for Identification by Broker/Associate m_ and Seller	Page 3 of 10

Residential Listing concerning 5203 Tortuga Trail, Austin: TX 78731

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Residential Listing concerning5203 Tortuga Trail, Austin, TX 78731
B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) until days after the date this Listing begins for the following purpose(s): Until completion of photography and marketing
(NOTE: Do not check if prohibited by Multiple Listing Service(s).)
C. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.
Notice: Seller acknowledges and understands that if this option is checked: (1) Seller's Property not be included in the MLS database available to real estate agents and brokers from other restate offices who subscribe to and participate in the MLS, and their buyer clients may not be away that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS download to various real estate internet sites that are used by the public to search for proper listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
7. ACCESS TO THE PROPERTY:
A. <u>Authorizing Access</u> : Authorizing access to the Property means giving permission to another person enter the Property, disclosing to the other person any security codes necessary to enter the Propert and lending a key to the other person to enter the Property, directly or through a keybox. To facilitat the showing and sale of the Property, Seller instructs Broker to: (1) access the Property at reasonable times; (2) authorize other property, their associators increases:
 (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and (3) duplicate keys to facilitate convenient and efficient showings of the Property.
Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property:
C. Keybox: A keybox is a locked container placed on the Property that holds a key to the Property A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and confiractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.
(1) Broker □ is ☑ is not authorized to place a keybox on the Property.
(2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.
D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.
B. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.
TAR-1101) 01-01-14 Initialed for Identification by Barbardan and Tarana
ngel & Volkers 3700 Bee Cave Rd #102 Austin, TX 78746 512-328-3939 Kathryn Scarborough

Resid	dential Listing	concerningS203 Torruga Tra	il, Austin, TX 787	31 .	wante to	
	(1) if the (2) if the 3. Non-MLS will offer	ricipants: If the other is pay the other broker; other broker represent other broker is a subage S. Brokers: If the other to pay the other broker other broker represent other broker is a subage.	s the buyer: 3	% of the s	sales price or \$sales price or \$ ne MLS In which this	s Listing is filed, Broker
9. ()		ARY: (Check A or B or				
Ø A	represent Broker to	ary Status: Broker m is. If a prospective buy act as an intermedia ce with one of the follow	er who Broker y and Broker	represents off will notify Sell	ers to buy the Prop	perty. Seller authorizes
	service then s advice	rospective buyer who thing Seller under this Lisservicing Seller to cone during negotiations to the prospective buyers.	sting, Broker m mmunicate with Seller; and (ay notify Seller n, carry out in o) appoint the	that Broker will: (a structions of and) appoint the associate
	Seller, carry i	rospective buyer who leads to be provided to be pro	ler that Broker I provide opini	will: (a) appoin	t another associate e during negotlatic	to communicate with,
	9A and repres	r may notify Seller that d, in such an event, the centative, who may far atlons to either party.	associate ser	vicing the partle	es will act solely as	Broker's intermediary
O B.	No Interme Broker rep	ediary Status: Seller a presents.	grees that Brok	er will not show	w the Property to pr	rospective buyers who
Notice	• may ask • may pric writ • may procothe the mat • may	y not disclose to the ding price unless other y not disclose to Sece submitted in a willing by the prospective y not disclose any spective buyer specified by the instructed in information by the terially relates to the y not treat a party to by not violate the Real	prospective prospe	buyer that Seed in a separarospective bu Seller unless Information ucts Broker ting by the relicense Act to be property; a dishonestiv:	eller will accept a ste writing by Selle layer will pay a pr so otherwise instru- or any informa in writing not spective party or r a court order of	price less than the er; ice greater than the ucted in a separate ation Seller or the to disclose unless required to disclose
	01) 01-01-14				C-400	
ngel &	Volkers	3700 Bee Cave Ro	#102 Austin, TX 7	8746512-328-393	9 Kathry	n Scarborough
4	TOINE 13	3700 DEG CAVE KI	NIVE AUSUR, IX	0/40512-328-393	y Kathry	n Scarborough

Residential Listing concerning 5203 Tortuga Trail, Austin, TX 78731
10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.
11. BROKER'S AUTHORITY:
A. Broker will use reasonable efforts and act diligently to market the Property for safe, procure a buyer, and negotiate the sale of the Property.
B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:
 (1) Seller does not want this Listing to be displayed on the Internet. (2) Seller does not want the address of the Property to be displayed on the Internet.
Notice: Seller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the internet will not see information about this Listing in response to their search.
C. Broker is authorized to market the Property with the following financing options:
☐ (1) Conventional ☐ (5) Texas Veterans Land Program ☐ (2) VA ☐ (6) Owner Financing ☐ (3) FHA ☐ (7) Other ☐ (4) Cash
 D. In addition to other authority granted by this Listing, Broker may: advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet; place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease; lumish comparative marketing and sales information about other properties to prospective buyers; including applicable disclosures or notices that Seller is required to make under law or a contract; obtain information from any holder of a note secured by a lien on the Property; accept and deposit earnest money in trust in accordance with a contract for the sale of the Property; disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals; in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller); advertise, during or after this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information). E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the
Property.
(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate Total and Seller (C,1.) Page 6 of 10
Engel & Volkers 3700 Ree Cave Rd #102 Austin, TX 78746 512-328-3939 Kathryn Scarborough

 12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that: A. Seller has tee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property; B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing; C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances; D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right or refusal, or other agreement; E. Seller is current and not delinquent on all loans and all other financial obligations related to the
Property, including but not limited to mortgages, home equity loans, home improvement loans homeowner association fees, and taxes, except F. Seller is not aware of any liens or other encumbrances against the Property except G. the Property is not subject to the jurisdiction of any court; H. all information relating to the Property Seller provides to Broker is true and correct to the best of
Seller's knowledge; and 1. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is:
 13. SELLER'S ADDITIONAL PROMISES: Seller agrees to: A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property; B. not rent or lease the Property during this Listing without Broker's prior written approval; C. not negolitate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker; D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval; E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances; F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property; G. complete any disclosures or notices required by law or a contract to sell the Property; and H. amend any applicable notices and disclosures if any material change occurs during this Listing. 14. LIMITATION OF LIABILITY: A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the
 security of the Property nor for inspecting the Property on any periodic basis. B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by: other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property; other brokers or their associates who may have information about the Property on their websites; acts of third parties (for example, vandalism or theft); freezing water pipes; a dangerous condition on the Property; the Property's non-compliance with any law or ordinance; or Seller, negligently or otherwise.
TAR-1101) 01-01-14 Initiated for Identification by Broker/Associate And Setter 2.1. Page 7 of 10
ingel & Volkers 3700 Bee Cave Rd #102 Austin, TX 78746 512-328-3939 Knthryn Scarborough

Residential Listing concerning 5203 Tortuga Trail, Austin, TX 78731

Residential Listing concerning 5203 Tortuga Trail, Austin, TX 78731
 C. Seller agrees to protect, defend, indemnity, and hold Broker harmless from any damage, costs attorney's fees, and expenses that: (1) are caused by Seller, negligently or otherwise; (2) arise from Seller's failure to disclose any material or relevant information about the Property; or (3) are caused by Seller giving incorrect information to any person.
15. SPECIAL PROVISIONS:
Propacty to remain a pocket listing until instructed by seller to list on active MLS market.
seller to pay for replacement of signs Lot - seller agent spit costs of sign
Upon early termination, Engel & Volkers/Kathryn Scarborough/Michele Turnquist will be reimbursed for all powertising and marketing expenses.
Home will also be listed as to be built for \$6,995,000, but buyers agent to only be paid only on land value at \$3,250,000, \$2,995,000
16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.
18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are: A. Information About Brokerage Services; B. Seller Disclosure Notice (\$5.008, Texas Property Code); C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978); D. Residential Real Property Attidavit (T-47 Affidavit; related to existing survey); E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code); F. Request for Information from an Owners' Association; G. Request for Mortgage Information; H. Information about Mineral Clauses in Contract Forms; I. Information about On-Site Sewer Facility; J. Information about Property Insurance for a Buyer or Seller; K. Information about Special Flood Hazard Areas; L. Condominium Addendum to Listing; M. Keybox Authorization to Release and Advertise Certain Information; and

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate And and Seller R11.

3700 Bee Cave Rd #102 Austin, TX 78746512-328-3939

Engel & Volkers

20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- 8. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. <u>Binding Effect</u>: Seller's obligation to pay Broker earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. <u>Joint and Several</u>: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. <u>Notices</u>: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.
- B. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).
- C. Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or itens on the Property.
- D. Broker advises Seller to review the information Broker submits to an MLS or other listing service.
- E. Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.
- F. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in lines; penalties, and liability to Seller.
- G. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property Inspected for such paint or hazards.

(TAR-1101) 01-01-14	Initialed for Identification by Broker/Associate MATT and Seller		Page 9 of 10
Engel & Volkers	3700 Bee Cave Rd #102 Austin, TX 78746512-328-3939	Kathryn Scarbor	ough
	1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		

H. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.

Engel & Volkers Broker's Printed Name	440298 License No.	Seller's Printed Name	ne.v
Broker's Signature Broker's Associate's Signature, a agent of Broker	Date Date	17 Rob Juny Seller's Signature	10/6/13 Date
Kathryn Scarborough Broker's Associate's Printed Name, if	applicable ""	Seller's Printed Name	
		Seller's Signature	Date

(TAR-1101) 01-01-14

Engel & Volkers

3700 Bee Cave Rd #102 Austin, TX 78746 512-328-3939

Page 10 of 10 Kathryn Scarborough

EXHIBIT E



SPROUSE SHRADER: SMITH PLLC

TERRENCE L. IRION, ATTORNEY terre irlan@sprouselsw.com (512) G15-G653

August 14, 2018

Carol Bellomy Branch Manager/Escrow Officer Independence Title Company 5503 Balcones Drive Austin, TX 78731

via email: chellomy@independencetitle.com

Re: 5201-5203 Tortuga GF No. 1830300-BAL & GF No. 1830313-BAL

Dear Carol,

Attached please find the two warranty deeds which have been sent to Tim Young for his review and approval. Also enclosed are our Firm's legal fees which have been approved by Seller to be paid out of Closing. Please put our Invoice on the 5201 Tortuga Closing Statement.

With regards to the 5203 Tortuga Closing Statement, Rob and Lána Turner (Sellers) have authorized a fee to be paid to the Law Offices of Terrence L. Irion for services rendered prior to my joining the Sprouse Law Firm in 2016. Please leave a blank place on this Statement as I will provide you with the exact approval number early tomorrow morning.

Finally, as of this moment Selfer and Broker have not agreed on the commission to be paid out of Selfer proceeds. If there is not an agreement by tomorrow morning at 10:00 a.m., you are instructed to not include any commission on the Closing Statement. Selfer will pay the commission owed to Engel & Volkers outside of Closing.

I understand that Engel & Volkers' attorney, Rex Zgarba, has gent a Demand to you insisting that a payment in the amount of \$280,000.00 be tendered at Closing directly to Engel & Volkers and that an additional \$280,000.00 is placed by Independence Title Company in escrow pending written agreement or court order regarding release from escrow. Purportedly this is to prevent your company from becoming "embroiled in this dispute and potential future litigation". It would appear to me this Demand is the one way Independence Title can ensure that it will be embroiled in this dispute going forward.

Paragraph 8 of the two TREC contracts state that "all obligations of the parties for payment of brokers' fees are contained in separate written agreements."

1250 S. Capital of Texas Plays 3 Ciclo Center, Suite 601 Austin, TX 78746 Ph. (512) 615-6651 Alt. (512) 347-9977



August 14, 2018 Carol Bellomy Page Two

Independence Title is not an arbiter of what is or is not the applicable listing agreement provisions, as amended between Seller and Broker. Paragraph 8 of the two TREC contracts put the agreements outside of the scope of the duties of Escrow Agent to determine. Nor has the Title Company or escrow agent assumed any duties to Broker pursuant to the Contract, in particular Paragraph 8 and Paragraph 18 regarding escrow duties.

Accordingly, Seller instructs Title Company to not make any disbursement to Engel & Volkers nor escrow any money pursuant to the listing agreement that is outside the scope of these two TREC contracts, and to take no act which could interfere with the Closing of this transaction.

Sincerely

Terrenkeet Iron

TLI/kc

Encl.

cc:

Rob Turner Jay Southworth Jennifer Goodrum Tim Young via email: rturnerhomes@gmail.com via email: jsouthworth@independencetitle.com via email: jgoodrum@independencetitle.com via email: tim@ikardvynne.com

EXHIBIT F

1. □ FHA 2. □ FmHA 3. □ Conv Unins 4. □ VA 5. □ Conv Ins 6. □ Seller Finance 7. ☑ CASH SALE	6. File Number 1830300-BAL	7, Loan Number 8. Mortgage Ins C		Case Number			
C. Note: This form is furnished to give you a stateme	nt of actual settlement co	sts. Amo	unts paid to and t	y the settlem	ent agent are shown.	Items marked	
"(p.o.c.)" were paid outside the closing; they D. Name & Address of Borrower Lauree Z Moffett	E. Name & Address of Robert P. Turner and 202 Billings Lane Austlu, TX 78733	Seller		oc included in the totals. F. Name & Address of Lender			
G. Property Location		Indepe	oment Agent Nan				
ABS 7 Chambers TJ ACR.8510, Travis County, TX 5201 Tortuga Trail Austin, TX 78731		5900 Shepherd Mountain Cove, Bldg 2, Stc. 200 Austin, TX 78730 Tax ID: 74-1909700 Underwritten By: Title Resources Guaranty Company Place of Settlement				I. Settlement Date 8/15/2018	
-		5503 B. Austin,	Fund: 8/15/2018				
J. Summary of Borrower's Transaction			umary of Seller'		ıı .		
160. Gross Amount Due from Borrower	-	-	ross Amount Di				
101. Contract Sales Price	\$8,150,000.00		Contract Sales Pri	ce		\$8,150,000.0	
102 Personal Property 103 Settlement Charges to borrower	5274.00		ersonal Property				
104	\$334.00	404.					
105.		405.					
Adjustments for items paid by seller in advance		-	ments for items	naid by selle	r in advance		
106. Property taxes			roperty laxes	part of action	I III KATENCO		
107. City property taxes		407. 0	City property taxes				
108. County property taxes			ounty property la				
109. School property taxes		_	chool property ta	xes			
110. HOA Dues		-	IOA Dues				
111, MUD Taxes		411. N					
113.		412.					
114.		414_					
113.		415.				-	
116.		116,					
120. Gross Amount Dag From Borrower	\$8,150,334.00	420. G	ross Amount Di	e to Seller		\$8,150,000.00	
200. Amounts Paid By Or in Behalf Of Borrower			ductions in Ame		Seller	1 30,130,970.00	
201. Deposit or earnest money	\$150,000.00	501. H	xcess Deposit				
202. Principal amount of new loan(s)		502. S	ettlement Charges	to Seller (lin	c 1400)	\$207,050.80	
203. Existing loan(s) taken subject to 204. Loan Amount 2nd Lien			xisting Loan(s) T	aken Subject	lo		
205		504. P					
206. Option Fee	\$10,000.00	505 P				2021200000	
207	310,000,00	507.	ption Fee			\$10,000,00	
208		508					
209.			iyoff - American	Bank of Com	metree	\$2,463,811.66	
Adjustments for items unpaid by seller			nents for Items 1			24,100,011.00	
210. Property tices 01/01/18 thru 08/15/18	\$57,717.93		operty taxes		01/18 thru 08/15/18	\$57,717.93	
211. City property tixes		511, C	ity property taxes			I STATE OF THE PARTY OF THE PAR	
212. County property taxes			ounty property las				
213. School property taxes 214. HOA Dues			hool property tax	es			
215. MUD Taxes			DA Dues				
216	 	516. M	UD Taxes				
217		517.					
218.		518					
219		519.					
220. Total Paid By/For Borrower	5217,717.93		tal Reduction Ar	nount Due S	eller	\$2,738,580.39	
300, Cash At Settlement From/To Borrower	-V		sh At Settlement			2 Sayroojudo.oy	
301. Gross Amount due from borrower (line 120)	\$8,150,334.00		an Amount due te			\$8,150,000.00	
302. Less amounts paid by/for borrower (line 220)	\$217,717.93	602. Les	\$2,738,580,39				
303. Cash From Borrower	\$7,932,616.07	7 603. Cash To Seller Section 4(a) of RESPA mandates that HUD develop and pre-				55,411,419.61	

following. • HUD must develop a Special Information Booklet to help persons bostowing money to finance the purchase of residential real estate to better understand the nature and costs of real estates settlement services;
• Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Borden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentially.

form HUD-1 (2/86) Handbook 4305.2

Previous Editions are Obsolete

Page 1

	d on price	\$8,150,000.00 @2 % = \$163,000.00 Paid From	4 304174 201711
Division of Commission (line 700) :		Borrower's	
701. \$163,000,00		& Volkers Austin Funds at	Funds at
702. 703. Commission Paid at Settlement	to	Settlement	
704. The following persons, firms or	to.	3	0.00 \$163,000
705. corporations received a portion	to		
706. of the real estate commission amount	to		
	Mich	e Turuquist, Scarborough	
707. shown above:		gs, LLC	
800. Items Payable in Connection with Los	п		
801, Loan Origination Fee %	to		
802, Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805, Londer's Inspection Fee	to		
806. Mortgage Insurance Application	to		
807. Underwriting Fee	to		
808. Flood Cert Fee	to		_
809. Processing Fee	to		
810. Tax Services	to In Advance		
200. Items Required by Lender To Be Paid			
	1/2018 @ 50/	У	-
 Mortgage Insurance Premium for months Hazard Insurance Premium for years 	to to		
904. 2nd Lien Interest	to		
1000. Reserves Deposited With Lender			
1901. Hazard insurance	тиоп	s @ per month	
1002. Mortgage Insurance	moni	180	
1003. Property texes	mon		
1004 City property taxes	mont		
1005. County property taxes	mon	The state of the s	
1006, School property taxes	mon		
1007, MUD Taxes	mon		
1008, HOA Dues	mont		
1011. Aggregate Adjustment		*	
1100. Title Charges			
1101. Settlement or clasing fee	to		
1102 Abstract or title search	to		
1103. Title examination	to		
1104, Attorney Fee	10		
1105. Attorney Fee	to Sprau	Shrader Smith PLLC	\$5,880.
1106. Notary fees	to		
1107. Attorney's fees for Release of Lien	to Fitzge	ald & Fitzgerald Law Office	\$50.
(includes above items numbers:			Commission of the last
1108. Title insurance	to Indep	ndence Title Co.	\$35,945.
(includes above items numbers:) E64 1 K	
1109 Lender's coverage	\$0.00/\$0.0	47-Section Control	5 (0.00)
1110. Owner's coverage		00/\$35,945.00	
1111. Escrow fee		idence Title Co. \$250	0.00 \$250.
1112. Guaranty Assessment Recoupment	to Assoc	He Insurance Guaranty	3.00 \$4.
1113. Courier/Overnight Fees		4.000	s.00 \$3 5.
I U14. e-Recording		CONTRACTOR OF THE PROPERTY OF	3.00 \$3.
1200. Government Recording and Transfer			7.0
1201. Recording Pees Deed \$46.00 Mortg		to Independence Title Co. \$46	5.00 \$30.
1202. City/county tax/stamps Deed ; Mortgo		to	
1203. State tax/stamps Deed ; Mortga		lo	
NAME OF TAXABLE PARTY.	10		
1204.			
	to McMi	n Surveying	\$1,135,
1300. Additional Settlement Charges			5675.
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1300. Additional Settlement Charges 1301. Survey - update 1302. Elevation Certificate	1000000	n Surveying	
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1300. Additional Settlement Charges 1301. Survey - update 1302. Elevation Certificate 1303. HOA Transfer Fee 1304. Home Warranty 1305. Property Taxas	to McMi to to		
Ison. Additional Settlement Charges (301. Survey - update (302. Elevation Certificate (303. HOA Transfer Fee (304. Home Warranty (305. Property Taxes (306. Tax Certificate	to McMi to to to to	eol Tax Services, Ltd.	\$43.
I300. Additional Settlement Charges I301. Survey - update I302. Elevation Certificate I303. HOA Transfer Fee I304. Hoase Warranty I305. Property Taxes	to McMi to to to to to to Texas to Texas	eol Tax Services, Ltd. eal Tax, Jac.	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and occurate statement of all receipts and disbursements made on my account or by me in this transaction. I further cartify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

File No. 1830300-BAL SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

Warning: It is a crime to knowingly make false fatements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010

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Page:

Page 3

form HUD-1 (3/86) Handbook 4305 2

B. Type of Loan 1. □ FHA 2. □ FmHA 3. □ Conv Unins 4. □ VA 5. □ Conv Ins. 6. □ Seller Finance	6. File Number 1830313-BAL		7. Loan Number	8. Mort	gege Ins (Case Number
7. XI CASH SALE C. Note: This form is furnished to give you a statement	of actual cattlement care	a Amo	unts sald to and b	r the settlement agent as	a alanum	Itama avades d
"(p.o.c.)" were paid outside the closing; they u	ror shown here for informa E. Name & Address of So	ational p	urposes and are n	ot included in the totals.		items marked
D. Name & Address of Borrower Lauree Z Moffett	Turner	F. Name & Address of	Lender			
G. Property Location			ement Agent Nam	c		
ABS 7 Chambers TJ ACR 0.8040, Travis County, TX 5203 Tortuga Trail Austin, TX 78731		5900 S. Austin Under	TX 78730 Tax written By; Title	u Cove, Bidg 2, Ste. 20 ID: 74-1909700 Resources Guaranty C	ompany	
		Place of Indepe 5503 B Austla	I. Settlement Data 8/15/2018 Fund: 8/15/2018			
J. Summary of Borrower's Transaction			mmary of Seller's			
100. Gross Amount Due from Borrower	T = 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		ross Amount Du			T
101. Contract Sales Frice 102. Personal Property	\$3,050,000.00	_	Contract Sales Pri- Personal Property	26		\$3,059,000.00
103. Settlement Charges to borrower	\$299.00	-	cisonal Troperty			1
104	0277110	404.				
105		405.				
Adjustments for items paid by seller in advance				paid by seller in advan	ce	
106. Property taxes		-	Property taxes			
107. City property taxes			City property taxes			
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I.12.	+	412				
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114.		414				
115.		415.				
116.		416				
120. Grass Amount Due From Borrower	\$3,050,299.00		Gross Amount D			\$3,950,000.00
200. Amounts Paid By Or in Behalf Of Borrower	\$30,000.00	17.00		ount Due to Seller		T
201. Deposit or earnest money 202. Principal amount of new loan(s)	330,000,00	501. Excess Deposit 502. Settlement Charges to Seller (line 1400)			\$173,016.80	
203. Existing loan(s) taken subject to			Existing Loan(s) T			17.54.55
204. Loan Amount 2nd Lien		504	Payoff to			
205		505.	Payoff to			
206. Option Fee	\$100.00		Option Fee			\$100.00
207.	-	507.				1
208.		508.				
Adjustments for items unpaid by seller		-	tments for items	unnaid by seller		
210. Property taxes 01/01/18 thru 08/15/18	\$12,003.53	-	Property taxes	01/01/18 thru	08/15/18	\$12,003.53
211. City property taxes	- Are failure and	511	City property taxes			
212. County property taxes		512	County property to	xes		
213, School property taxes		_	School property ta	xcs		
214. MUD Taxes		_	MUD Taxes			
213. HOA Duei		_	HOA Dues			
216.		516.				
217.		517				
219		519.				
220, Total Paid By/For Borrower	\$42,103.53	The second	otal Reduction A	mount Due Seller		\$185,120.33
300. Cash At Settlement From/To Borrower				it To/From Seller		in Table 1
301. Gross Amount due from borrower (line 120)	\$3,050,299.00	601.0	iross Amount due	to seller (line 420)		\$3,050,000.00
302. Less amounts paid by/for borrower (line 220)	\$42,103.53	_		amt, due seller (line 520))	\$185,120.33
303. Cash From Borrawer Section 5 of the Real Baste Settlement Procedures Act following: - HUD must develop a Special Information borrowing money to finance the purchase of resident understand the nature and costs of real estate settlement of the Each lender must provide the booklet to all applicants or for whom it prepares a written application to borrow purchase of residential real catate; 'Lenders must prep the Booklet a Good Faith Estimate of the settlement collectly to incur in connection with the settlement, mandatory.	Hooklet to help persons interest estate to better services; from whom it receives we miney to finance the nare and distribute with sta that the borrower is	Section form char, that settle The average compared to the com	to be used at the gea imposed upon are designed to pr must process in o Public Reporting igo one hour per shing existing data specing and raview agency may not elete this form, un	mandates that HUD de- time of lean actilement the borrower and seller. ovide the horrower with rder to be a better shopp Burden for this collectic response, including the sources, gathering and ing the callection of info- cellect this informatio- ces it displays a current ted does not lead itself?	to provide These are pertinent or. on of information or maintaining and you walld Of your life.	te full disclosure of all third party disclosures information during the remation is estimated to reviewing instructions in the data needed, and our are not required to MB control number.
Provious Editions are Obsolets	Page		manual reque	Mary Hotel Hall Hall 1	- waterway	form HUD-1 (3/86) Handbook 4305.2

701. \$61,000.00 to Engel & Volkers Austin Fun	rowers	Paid Front Seller's
Setti 703. Commission Paid at Settlement 704. The following persons, firms or 705. commission Paid at Settlement 706. of the real actis commission amount 707. shown above: 106. Of the real actis commission amount 707. shown above: 107. shown above: 108. Loan Discount 708. The following persons informs of 709. Shown above: 108. Loan Discount 709. Shown above: 108. Appraisal Fee 108. Manage Insurance Application 108. Ploud Cert Fee 109. Processing Fee 100. Tax Services 109. Interest from SITS/2018 To Be Paid In Advance 109. Interest from SITS/2018 To Be Paid In Advance 109. Interest from SITS/2018 To Be Paid In Advance 1091. Hizard Insurance Perminin for years 1094. 2nd Lien Interest 1095. County property taxes 1096. State Person Insurance Perminin for years 1096. State Person Insurance Perminin for years 1096. State Person Insurance Perminin for years 1097. MUD Taxes 1098. Manage Insurance Perminin for years 1098. State Insurance Insurance Perminin for years 1099. Thyperty taxes 1099. Thy		Funds at
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801. Loan Disjoint Pee		
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105. Lender's Inspection Fee to 1066. Mortgage Insurance Application to 107. Underwriting Pee to 108. Flood Cert Fee to 109. Processing Fee to 109. True Services to 109. Tax Services to 109. Interest from 8/15/2018 to 9/1/2018 @ S0/day 109. Mortgage Insurance Premium for months 40 109. Hazard Insurance Premium for years 109. A cal Lien Interest 100 109. Reserves Deposited With Lender 1009. Reserves Deposited With Lender 1009. Mortgage Insurance 1009. Mortgage 1009.	-	
Mortgage Insurance Application 10 10 10 10 10 10 10 1		
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These curefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

File No. 1830313-BAL

Robert P Turner

Losd. a. June

SETTLEMENT AGENT CERTIFICATION
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this fransaction. I have caused the taineds to be disbursed in accordance with this statement.

Settlement Agent
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 3

form HUD-1 (3/86) Handbook 4305.2

EXHIBIT G

AFFIDAVIT OF STACEY GOODNIGHT DUNN

STATE OF TEXAS

8

COUNTY OF TRAVIS

8

BEFORE ME, the undersigned authority, on this day personally appeared Stacey Goodnight Dunn known to me to be the person whose name is subscribed hereto and after being duly sworn and under oath stated as follows:

- 1. My name is Stacey Goodnight Dunn. I am over eighteen (18) years old and competent to make this affidavit.
- 2. I am currently a Sr. Vice-President and Residential Operations Manager with Heritage Title Company. A true and correct copy of my curriculum vitae is attached hereto as Exhibit A.
- I have been a licensed escrow officer for over 20 years. In my capacity as an escrow officer and my current capacity of Residential Operations Manager at Heritage Title of Austin, Inc., I have closed or overseen over 2,000 transactions and am familiar with the normal customs and practices followed by escrow officers in the title industry in Texas in closing real estate transactions. I have held multiple positions over a span of 30 years which included either closing my own files, backing up the escrow officers when they need assistance or are out of the office, writing the policies and procedures for our SSAE18 certification and overseeing the residential escrow operations.
- 4. It is incumbent upon all escrow officers to remain fair, impartial and neutral to all parties to a real estate sale transaction and those entitled to be paid, including, without limitation, following closing instructions from the parties to a real estate transaction and those parties entitled to be paid any amounts at closing.
- In the event that a conflict arises and Heritage Title receives conflicting closing instructions from any parties to a real estate contract or any parties who are entitled to be paid at a closing, in such event, after Heritage Title reviews the relevant real estate sale contract, Heritage Title's prudent policies and procedures are as follows: (1) to decline to close the transaction until such time that the dispute is resolved in writing by all disputing parties; (2) to escrow the disputed amount of funds, including brokerage commissions, pursuant to a written escrow agreement signed by the disputing parties and title company and not disburse those funds until the dispute is resolved in writing; or (3) interplead such disputed amounts into the registry of the court. These procedures are fair to all parties and comport with the title companies' duties to all parties entitled to be paid or otherwise.

AFFIANT FURTHER SAID NOT

Executed this _____ day of January, 2020.

Stacey G. Dunn

Senior Vice President

Residential Operations Manager

Heritage Title Company of Austin, Inc.

Bv:

Stacey G. Dunn

SUBSCRIBED AND SWORN TO before me, by on the Mth day of January, 2020.

ELIDA DANDRIDGE
Notury Public, State of Texas
Comm. Expires 05-10-2023
Notury ID 675075-9

Notary Public, State of Texas

EXHIBIT "A"

Stacey G. Dunn is Senior Vice President and Residential Escrow Manager for Heritage Title Company of Austin, Inc. Since her start in the title insurance business in April of 1990, she has gained vast knowledge of the business and has experience closing many different types of escrow transactions.

In 2014, Stacey began serving as Compliance and Training Officer for Heritage. During her tenure, Heritage received its SSAE16 SOC I, SOC II and SSAE18 SOC I. This accreditation assures that the company is at the forefront of ALTA Best Practices and guards client information with the utmost security. While she doesn't feel like she ever left the Residential Escrow Department, she is excited to be dedicating her efforts to overseeing the best escrow teams in the business.

Stacey resides in Lockhart with her husband and sons with whom she cherishes spending quality time. She has a passion for animals and being outdoors. If she's not fishing, on the lake or at the coast, she can be found at the ballparks cheering on her sons. Stacey was also recently elected as Treasurer of the Lockhart Athletic Booster Club.