

18,099



Jana  
NHO

### COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Nicholas R. Martin and wife Carla R. Martin

Address: 4098 CR-4400, Commerce, Tx. 75428

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mobile: \_\_\_\_\_ Fax or Other: \_\_\_\_\_

Buyer: Hunt County, Texas

Address: 2507 Lee Street, Greenville, Tx. 75401

Phone: (903)408-4146 E-mail: bstovall@huntcounty.net

Mobile: \_\_\_\_\_ Fax or Other: \_\_\_\_\_

2. **PROPERTY:**

A. "Property" means that real property situated in Hunt County, Texas at East side of Division Street east of Interstate 30

(address) and that is legally described on the attached Exhibit See attached plat sketch or as follows: **50 Acres, more or less, being part of the James R. Horton Survey, Abstract 439, Tract 5-1. and the Andrew McDonald Survey Abst. 690. The property identification and location is shown in the attached color plat and identified as "SUBJECT PROPERTY".**

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)  
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

	Total sale price
(1) Cash portion payable by Buyer at closing . . . . . \$	_____
(2) Sum of all financing described in Paragraph 4 . . . . . \$	NONE
(3) Sales price (sum of 3A(1) and 3A(2)) . . . . . \$	See contract item 12

(TXR-1802) 07-08-22

Initialed for Identification by Seller [Signature] and Buyer [Signature]

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Century 21 Patterson Agency, P.O. Box 8127 Greenville TX 75404  
James Patterson

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 903.455.9414 Fax: 903.

www.lwof.com

Nicholas R. Martin

**FILED FOR RECORD**  
at 7:30 o'clock A M

**MAY 28 2023**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.  
By [Signature]

**B. Adjustment to Sales Price:** (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 35,000.00 ~~25,000.00~~ per:

- (i) square foot of  total area  net area.
- (ii) acre of  total area  net area.

11.7M *any*

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) Land lying in a flood zone with land lying in a flood zone priced at \$5500.00 per acre.

(c) If the sales price is adjusted by more than \_\_\_\_\_ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within \_\_\_\_\_ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ \_\_\_\_\_ This contract:
  - (1) is not contingent upon Buyer obtaining third party financing.
  - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_.
- C. **Seller Financing:** Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ \_\_\_\_\_.

**5. EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$20,000.00 as earnest money with Kincy Abstract-Sabine Title Company (title company) at 6417 Wesley Street Greenville, Tx. 75401 (address) \_\_\_\_\_ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ \_\_\_\_\_ with the title company to be made part of the earnest money on or before:

- (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or
- (ii) \_\_\_\_\_

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
  - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
  - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
  - (a) will not be amended or deleted from the title policy.
  - (b) will be amended to read "shortages in areas" at the expense of  Buyer  Seller.
- (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 30 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer Fifty Percent (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company,  Seller  Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party \_\_\_\_\_ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

*Handwritten initials and signatures in blue ink, including "BO" and "AM".*

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

**7. PROPERTY CONDITION:**

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: \_\_\_\_\_

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ \_\_\_\_\_ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ 1,000.00 as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of 60 days by delivering \$5,000.00 to the title company as additional earnest money.

(a) \$1,000.00 of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

- (b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
- (i) The additional independent consideration.
  - (ii) *(Check no boxes or only one box.)*  
 all or  \$ \_\_\_\_\_ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
  - (a) employ only trained and qualified inspectors and assessors;
  - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
  - (c) abide by any reasonable entry rules or requirements of Seller;
  - (d) not interfere with existing operations or occupants of the Property; and
  - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*
  - (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
  - (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
  - (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
  - (d) copies property tax statements for the Property for the previous 2 calendar years;
  - (e) plats of the Property;
  - (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
  - (g) \_\_\_\_\_



**9. BROKERS:**

A. The brokers to this sale are:

Principal Broker: CENTURY 21 Patterson Agency

Cooperating Broker: \_\_\_\_\_

Agent: Jeremy Dicken

Agent: \_\_\_\_\_

Address: P.O. box 8127 Greenville, Tx. 75404-8127

Address: \_\_\_\_\_

Phone & Fax: (903)455-9414 (903)455-9754

Phone & Fax: \_\_\_\_\_

E-mail: jdicken@c21patt.com

E-mail: \_\_\_\_\_

License No.: 9006560

License No.: \_\_\_\_\_

Principal Broker: (Check only one box)  
 represents Seller only.  
 represents Buyer only.  
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)  
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:  
 6.000 % of the sales price.  
 \_\_\_\_\_

Cooperating Broker a total cash fee of:  
 \_\_\_\_\_ % of the sales price.  
 \_\_\_\_\_

The cash fees will be paid in Hunt County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

**NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.**

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

**10. CLOSING:**

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1)  \_\_\_\_\_ days after the expiration of the feasibility period.

May 1, 2023 (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

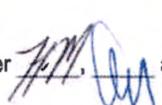
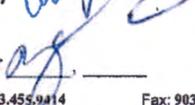
- C. At closing, Seller will execute and deliver, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) an assignment of all leases to or on the Property;
  - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
  - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
  - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

**11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

**12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

**The survey required herein will indicate the total acreage contained in the entire tract, the number of acres lying in a flood zone, and the number of acres outside of any flood zone. The final sale price will be determined by the non-flood acres priced at ~~\$25,000~~ <sup>35,000.00</sup> per surveyed acre and the flood zone acres priced at \$5500 per surveyed acre.**

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Initialed for Identification by Seller  and Buyer 

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**13. SALES EXPENSES:**

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
  - (2) release of Seller's loan liability, if applicable;
  - (3) tax statements or certificates;
  - (4) preparation of the deed;
  - (5) one-half of any escrow fee;
  - (6) costs to record any documents to cure title objections that Seller must cure; and
  - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
  - (2) preparation of any deed of trust;
  - (3) recording fees for the deed and any deed of trust;
  - (4) premiums for flood insurance as may be required by Buyer's lender;
  - (5) one-half of any escrow fee;
  - (6) other expenses that Buyer will pay under other provisions of this contract.

**14. PRORATIONS:**

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
  - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
  - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

**15. DEFAULT:**

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or  
(Check if applicable)

enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

**16. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

- (1) Seller and the sales price will be reduced by the same amount; or
- (2) Buyer and the sales price will not be reduced.

**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

**18. ESCROW:**

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
  - (1) Property Description Exhibit identified in Paragraph 2;
  - (2) Commercial Contract Financing Addendum (TXR-1931);
  - (3) Commercial Property Condition Statement (TXR-1408);
  - (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
  - (5) Notice to Purchaser of Real Property in a Water District (MUD);
  - (6) Addendum for Coastal Area Property (TXR-1915);
  - (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
  - (8) Information About Brokerage Services (TXR-2501);
  - (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
  - (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
  - (11) **Confidentiality Agreement**

*(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)*

- E. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a 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 purchaser 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 the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) 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 ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_

**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 9, 2022, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.**

**Seller:** Nicholas R. Martin and wife Carla R. Martin

**Buyer:** Hunt County, Texas

Nicholas R. Martin  
By: Nicholas R. Martin  
By (signature): \_\_\_\_\_  
Printed Name: Nicholas R. Martin  
Title: Owner

By: \_\_\_\_\_  
By (signature): Bobby Stovall  
Printed Name: Bobby Stovall  
Title: Hunt County Judge

By: Carla Martin  
By (signature): Carla Martin  
Printed Name: Carla R. Martin  
Title: Owner

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREEMENT BETWEEN BROKERS**

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay \_\_\_\_\_ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ \_\_\_\_\_, or
- \_\_\_\_\_ % of the sales price, or
- \_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_  
 \_\_\_\_\_  
 By: \_\_\_\_\_ By: \_\_\_\_\_

**ATTORNEYS**

Seller's attorney: \_\_\_\_\_ Buyer's attorney: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone & Fax: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

- A. the contract on this day 11-8-2022 (effective date);
- B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ on \_\_\_\_\_.

Title company: \_\_\_\_\_ Address: \_\_\_\_\_  
 Kincy Abstract & Sabine Title Company  
 By: P.O. Box 1413 Phone & Fax: \_\_\_\_\_  
 Greenville, Texas 75403-1413  
 Assigned file number (GF#): \_\_\_\_\_ E-mail: \_\_\_\_\_



## Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

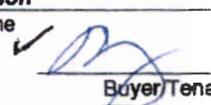
**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>CENTURY 21 Patterson Agency</u>	<u>9006560</u>	<u>broker@c21patt.com</u>	<u>(903)455-9414</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Jeremy Chet Dicken</u>	<u>0505962</u>	<u>jdicken@c21patt.com</u>	<u>(903)455-7490</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Jeremy Chet Dicken</u>	<u>0505962</u>	<u>jdicken@c21patt.com</u>	<u>(903)455-7490</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>James C "Charlie" Patterson</u>	<u>0157855</u>	<u>cpatterson@c21patt.com</u>	<u>903.455.9414</u>
Sales Agent/Associate's Name	License No.	Email	Phone

 Buyer/Tenant/Seller/Landlord Initials

11-4-2015  
Date

Regulated by the Texas Real Estate Commission  
TXR-2501

Century 21 Patterson Agency, P.O. Box 8127 Greenville TX 75484  
James Patterson

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date

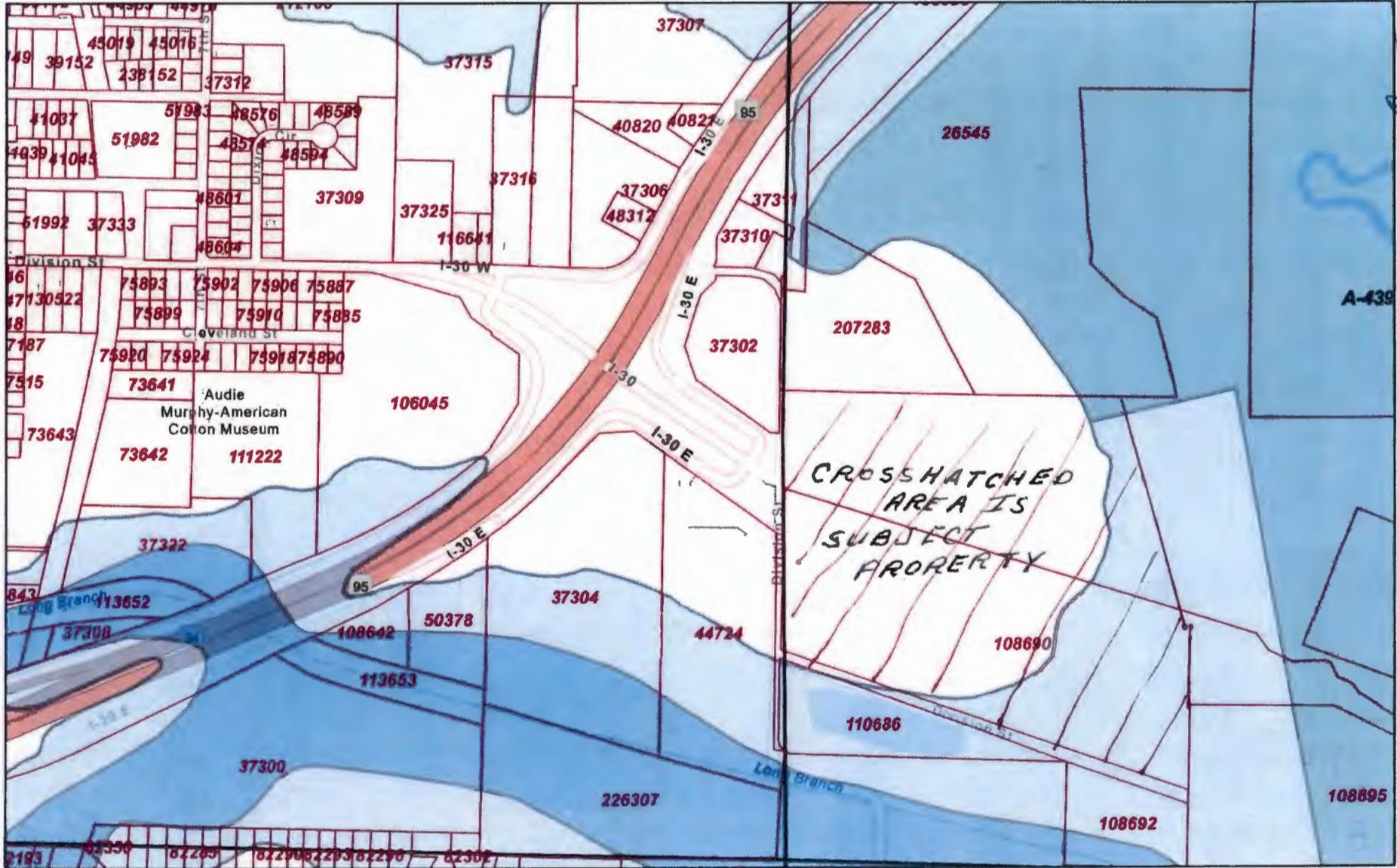
Phone: 983.455.9414

Fax: 983.

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Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwtrf.com](http://www.lwtrf.com)

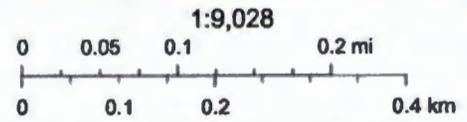
# Hunt CAD Web Map



11/2/2022, 11:58:49 AM

- Abstracts
- Parcels
- A - Areas with a 1% annual chance of flooding.
- AE - The base floodplain where base flood elevations are provided.

*M.M.*  
*Aug 2022*



Earl Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Earl, HERE, Garmin, SafeGraph,

Hunt County Appraisal District

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property



# COMMERCIAL BUYER/TENANT REPRESENTATION AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2022

**1. PARTIES:** The parties to this agreement are:

Client: Hunt County, Texas

Address: 2507 Lee Street

City, State, Zip: Greenville, Tx. 75401

Phone: (903)408-4146

Mobile: \_\_\_\_\_

Fax or E-Mail: \_\_\_\_\_

Broker: CENTURY 21 Patterson Agency

Address: P.O. Box 8127

City, State, Zip: Greenville, TX 75404

Phone: (903)455-9414

Mobile: \_\_\_\_\_

Fax or E-Mail: 903-455-9754

**2. APPOINTMENT:** Client grants to Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the market area.

**3. DEFINITIONS:**

A. "Acquire" means to purchase or lease.

B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.

C. "Market area" means that area in the State of Texas within the perimeter boundaries of: Greenville, Texas or adjacent thereto.

D. "Property" means any interest in real estate. Client intends to acquire multiple properties in the market area. If Client intends to acquire more than one property, the terms "property", "price", "purchase", and "lease" will be read to include the plural.

**4. TERM:** This agreement begins on November 1, 2022 and ends at the earlier of:

A. 11:59 p.m. on \_\_\_\_\_; or

B. the closing of the transaction of the last property that Client intends to acquire.

**5. BROKER'S OBLIGATIONS:** Broker will:

A. use Broker's best efforts to assist Client in acquiring property in the market area;

B. assist Client in negotiating the acquisition of property in the market area; and

C. comply with other provisions of this agreement.

**6. CLIENT'S OBLIGATIONS:** Client will:

A. work exclusively through Broker when acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker;

- B. inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and
- C. comply with other provisions of this agreement.

**7. REPRESENTATIONS:**

- A. Each person signing this agreement represents that the person has the legal capacity and authority to bind the respective party to this agreement.
- B. Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for the acquisition of property in the market area.
- C. Client represents that all information relating to Client's ability to acquire property in the market area Client gives to Broker is true and correct.

**8. INTERMEDIARY: (Check A or B only.)**

- A. **Intermediary Status:** If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.
- (1) If the owner of the property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.
  - (2) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.
  - (3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 8A 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:** Client does not wish to be shown or acquire any of Broker's listings.

**Notice: If Broker acts as an intermediary under Paragraph 8A, Broker and Broker's associates:**

- ◆ may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;
- ◆ may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client;
- ◆ may not disclose any confidential information or any information a seller or landlord or Client 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;
- ◆ shall treat all parties to the transaction honestly; and
- ◆ shall comply with the Real Estate License Act.

- 9. COMPETING CLIENTS:** Client acknowledges that Broker may represent other prospective buyers or tenants who may seek to acquire properties that may be of interest to Client. Client agrees that Broker may, during the term of this agreement and after it ends, represent such other prospects, show to the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in negotiating the acquisition of properties that Client may seek to acquire.

**10. CONFIDENTIAL INFORMATION:** Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

**11. BROKER'S FEES:**

A. Broker's fees under this agreement are as follows: *(Check all that apply.)*

(1) Commission: Broker will receive a commission calculated as follows:

if Client purchases a property:  
6.000 % of the sales price; or  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and if Client leases a property:  
\_\_\_\_\_ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease:  
 expense reimbursements based on initial amounts;  
 \_\_\_\_\_; or  
\_\_\_\_\_

(a) Source of Commission Payment:

(1) Broker will seek to obtain payment of the commission specified in Paragraph 11A(1) first from the seller, landlord, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.

(2) Client will pay Broker the commission specified in Paragraph 11A(1).

(b) Earned and Payable: A person is not obligated to pay Broker a commission until such time as Broker's commission is *earned* and *payable*.

- (1) Broker's commission is *earned* when Client enters into an agreement to acquire property in the market area.
- (2) Broker's commission is *payable*, either during the term of this agreement or after it ends, upon the earlier of:
  - (A) the closing of the transaction to acquire property in the market area;
  - (B) Client's breach of a written contract to acquire property in the market area; or
  - (C) Client's breach of this agreement.
- (3) If Client acquires more than one property, Broker's commissions for each property acquired are earned as each property is acquired and are payable at each closing.

(c) Additional Compensation: If a seller, landlord, or their agents offer compensation in excess of the amount stated in Paragraph 11A(1) (for example, marketing incentives or bonuses to cooperating brokers) Broker may retain the additional compensation in addition to the commission specified above. Client is not obligated to pay any such additional compensation to Broker.

(d) Acquisition of Broker's Listing: Notwithstanding any provision to the contrary, if Client acquires a property listed by Broker, Broker will be paid in accordance with the terms of Broker's listing agreement with the owner and Client will have no obligation to pay Broker unless specified by a subsequent separate agreement.

(2) Hourly Fees: Client will pay Broker fees at the rate of \$ \_\_\_\_\_ per hour. If Broker also receives fees under Paragraph 11A(1) or if Client acquires one of Broker's listings, Broker will

refund the hourly fees upon receipt of the fees under Paragraph 11A(1) or the listing. Broker's hourly fees are earned when Broker's services are rendered and are payable when billed.

(3) Advance Fee: Before this agreement begins, Client will pay Broker an advance fee of \$ \_\_\_\_\_. The advance fee is earned at the time it is paid. Broker will credit the advance fee against any other fee Broker receives under this agreement at the time Broker receives the other fee.

(4) Client's Purchase of Property Leased by Client: If Client agrees to lease property in the market area during the term of this agreement or any applicable protection period, and subsequently, during the term of the lease, including any renewal, extension, or expansion of the lease, Client agrees to purchase all or part of the property in which the leased property is located by oral or written agreement or option, Client assures Broker that the seller or Client will pay Broker, at the time the sale closes, a fee of:

- (i) \_\_\_\_\_ % of the sales price; or
- (ii) \_\_\_\_\_

This Paragraph 11A(4) survives termination of this agreement. This Paragraph 11A(4) does not apply if another Texas-licensed real estate broker represents Client in the negotiations for the purchase and the other broker receives a fee for negotiating the purchase.

(5) Renewals, Extensions, or Expansions of Property Leased by Client: If Client agrees to lease property in the market area during the term of this agreement or any applicable protection period, and subsequently, during the primary term of the lease, Client and the landlord agree to renew, extend, or expand the lease, Client assures Broker that the landlord or Client will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

- (i) \_\_\_\_\_ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term:  expense reimbursements based on initial amounts \_\_\_\_\_ ;
- (ii) \_\_\_\_\_ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term:  expense reimbursements based on initial amounts \_\_\_\_\_ ; or
- (iii) \_\_\_\_\_

This Paragraph 11A(5) does not apply if another Texas-licensed real estate broker represents Client in the negotiations for the renewal, extension, or expansion and the other broker receives a fee for negotiating the renewal, extension, or expansion. In addition to their ordinary meanings, "extensions," "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

(6) Construction: If Client uses Broker's services to procure or negotiate the construction of improvements to property that Client owns or may acquire, Client will pay Broker at the time the construction is substantially complete a fee equal to: \_\_\_\_\_

\_\_\_\_\_. This Paragraph 11A(6) does not apply if the contractor pays Broker the amount specified in this paragraph under a separate agreement.

(7) Service Providers: If Broker refers Client or any party to a transaction contemplated by this agreement 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.

(8) Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Protection Period: "Protection period" means that time starting the day after this agreement ends and continuing for 60 days. Not later than 10 days after this agreement ends Broker may send Client written notice identifying the properties in the market area called to Client's attention during this agreement. If during the protection period Client agrees to acquire all or part of any such property, Client will pay Broker, upon closing, an amount equal to the fees Broker would have been entitled to receive had Client acquired the property during the term of this agreement. This Paragraph 11B survives termination of this agreement.
- C. Excluded Properties: Under a prior representation agreement Client is obligated to pay another Texas licensed broker a fee if Client acquires, before \_\_\_\_\_, any of the following properties in the market area: \_\_\_\_\_

(excluded properties). If Client enters into a contract to acquire all or part of an excluded property before the date specified, Broker will not be entitled to receive the compensation specified in this agreement, but Client will pay Broker, upon closing, a fee equal to \_\_\_\_\_ % of the sales price if Client buys an excluded property and \_\_\_\_\_ % of all rents to be paid for the term of the lease if Client leases an excluded property.

- D. County: All amounts payable to Broker are to be paid in cash in Hunt County, Texas.
- E. Escrow Authorization: Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of property contemplated by this agreement to collect and disburse to Broker all amounts payable to Broker.

*NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission*

12. **MEDIATION**: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this agreement or any transaction related to or contemplated by this agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.
13. **DEFAULT**: If either party fails to comply with this agreement or makes a false representation in this agreement, the non-complying party is in default. If Client is in default, Client will be liable for the amount of compensation that Broker would have received under this agreement if Client was not in default; Broker may also terminate this agreement and exercise any other remedy at law. If Broker is in default, Client may exercise any remedy at law.
14. **ATTORNEY'S FEES**: If Client or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
15. **LIMITATION OF LIABILITY**: Neither Broker nor any other broker, or their associates, is responsible or liable for Client's personal injuries or for any loss or damage to Client's property that is not caused by Broker. Client will hold broker, any other broker, and their associates, harmless from any such injuries or losses. Client will indemnify Broker against any claims for injury or damage that Client may cause to others or their property.

**16. ADDENDA:** This agreement will be automatically amended to include the legal description of any properties Client acquires or attempts to acquire under this agreement. Addenda and other related documents which are part of this agreement are:

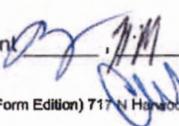
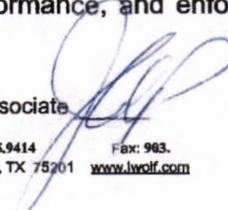
- A. **Information about Brokerage Services (TXR-2501)**
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

**17. SPECIAL PROVISIONS:** This agreement is intended to cover the agency functions of James C. "Charlie" Patterson, Jimmie Rogers, and Jeremy Dicken.

**18. AGREEMENT OF THE PARTIES:**

- A. Entire Agreement: This document contains the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignment: Neither party may assign this agreement without the written consent of the other party.
- C. Binding Effect:
  - (1) Client's obligations to pay Broker earned fees are binding upon Client and Client's heirs, administrators, executors, successors, and permitted assigns.
  - (2) If Client does not acquire a property under this agreement, but a related party of Client acquires (within the applicable periods under this agreement) a property that Broker brings to Client's attention, Broker will be entitled to all compensation under this agreement as if Client had acquired property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled, in whole or part, by Client, and any entity that owns or controls Client, in whole or part.
- D. Joint and Several: All Clients signing this agreement 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 agreement.

(TXR-1502) 07-08-22

Initialed for Identification by Client  and Broker/Associate 

Page 6 of 7

- F. **Severability:** If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement 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, fax, or e-mail specified in Paragraph 1.

**19. ADDITIONAL NOTICES:**

- A. **Broker's fees and fees between brokers are not fixed, controlled, recommended, or suggested by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **Broker's services are made available without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **Broker is not a property inspector, surveyor, engineer, or environmental assessor. Client should seek experts to render such services for any property Client seeks to acquire.**
- D. **If Client purchases property, Client should have an abstract covering the property examined by an attorney of Client's selection, or Client should be furnished with or obtain a title policy.**

**CONSULT AN ATTORNEY: Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.**

**Client:** Hunt County, Texas

**Broker:**  
Broker / Company Name: CENTURY 21 Patterson Agency

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

License No. 9006560

By: (signature) 

By: (signature) 

Printed Name: Bobby Stovall

Printed Name: James C. "Charlie" Patterson

Title: Hunt County Judge Date: 11-4-22

Title: Broker Associate License No. 0157855

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

Date: 11-4-22

By: (signature) \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



INTERMEDIARY RELATIONSHIP NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2004

To: Nicholas R. Martin and wife Carla R. Martin (Seller or Landlord)
and Hunt County, Texas, By: Bobby Stovall Hunt County Judge. (Prospect)
From: CENTURY 21 Patterson Agency (Broker's Firm)
East side Division St. East of I-30
Re: Greenville, Tx. 75401 (Property)
Date:

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.

D. Broker [X] will [ ] will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:

Jimmie Rogers to the owner; and
James C. "Charlie" Patterson to the prospect.

- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
F. Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

Nicholas R. Martin signature and date 11-6-22
Seller or Landlord
Nicholas R. Martin

Hunt County, Texas
Prospect
Date

Carla R. Martin signature and date 11-6-22
Seller or Landlord
Carla R. Martin

Bobby Stovall signature and date 11-6-22
Prospect
By: Bobby Stovall Hunt County Judge.

CONFIDENTIALITY AGREEMENT

Re: Offer from Hunt County, Texas to purchase 50 Acres of land, more or less, on Division Street in Greenville, Texas, owned by Nicholas R. Martin and wife Carla R. Martin.

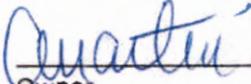
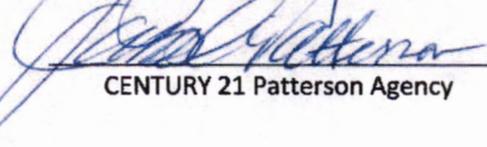
The purpose of this document is to establish an understanding and an enforceable agreement between Nicholas R. Martin and wife Carla R. Martin, owners of the referenced property and Bobby Stovall as County Judge of Hunt County and CENTURY 21 Patterson Agency hereinafter referred to as "you", and "your with regard to your examination of financial and technical data, contracts agreements and any other related information pertaining to the said properties which is furnished by the proposed buyer, the owners, or CENTURY 21 Patterson Agency.

The stated data and information is being disclosed to you or your representative in connection with the possible purchase of the stated property.

Due to the confidential, private and proprietary nature of the data being made available to you it is necessary to establish an understanding and agreement that you shall keep, save, and hold as confidential, all information of any kind or nature relative to the above described property. You further agree not to disclose, furnish, or reveal any of the said information (nor shall you permit any of your agents, employees or representatives to do so) to any other individual or entity which is not a party to this agreement unless and until such time as you consummate a transaction wherein you purchase or sell the said property. The written documents furnished to you will be used solely for evaluation related to the purchase of the said property. In the event that you do not consummate a purchase or sale of the property all such documents will be destroyed, with no copies retained, and the parties to this agreement will be advised accordingly. You shall be responsible for and indemnify and hold harmless the proposed buyer of the property, and/or the owner of the property and/or CENTURY 21 Patterson Agency for any costs or damages sustained by the parties due to your breach of this agreement by you, your agents, employees or representatives.

All parties are advised and understand that CENTURY 21 Patterson Agency may be required to disburse documents or information that they did not originate and cannot make any warranty or representation as to the accuracy or completeness of such.

Your signature hereto indicates your agreement to the terms and conditions hereof.

 Owner	<u>11-6-22</u> DATE	 Bobby Stovall Hunt County Judge	<u>11-4-2022</u> Date
 Owner	<u>11-6-22</u> Date	 CENTURY 21 Patterson Agency	<u>11-4-22</u> Date
	<u>11-6-22</u>		



# COMMERCIAL REGISTRATION AGREEMENT BETWEEN BROKER AND OWNER

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc., 2014

1. **PARTIES:** The parties to this agreement are:

Owner: **Nicholas R. Martin**

**Carla Martin**

Address: **4098 CR 4400, Commerce, TX 75428**

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_ Other: \_\_\_\_\_

Broker: **Century 21 Patterson Agency**

Address: **4529 Stonewall, Greenville, TX 75401**

Phone: **903.455.9414** E-mail: **jdicken@c21patt.com**

Fax: \_\_\_\_\_ Other: \_\_\_\_\_

2. **PROPERTY:** "Property" means the following real property in Texas, together with all its improvements and fixtures:

Address: **50+/- acres East side of I-30**

City: **Greenville** County: **Hunt**

Zip: **75401**

Legal Description (Identify exhibit if described on attachment): \_\_\_\_\_

3. **REGISTRATION:** Broker registers **Hunt County, Texas and its subsidiaries**

(Prospect) with Owner.

4. **TERM:** This agreement begins on **November 4, 2022** and ends on **April 30, 2023**.

5. **BROKER'S FEE:** Owner is not obligated to pay Broker a fee until such time as Broker's fee is earned and payable. Broker's fees are earned when Owner enters into a binding agreement to sell or lease all or part of the Property at any price to Prospect or if Owner breaches this agreement. Broker's fees are payable in the amounts stated below at the specified times.

A. **Sales:**

(1) If Owner agrees to sell all or a part of the Property to Prospect at any price on or before the date this agreement ends, Owner will pay Broker a fee equal to:

(a) **6.000** % of the gross sales price; or

(b) \_\_\_\_\_

(2) The fee is payable, either during the term of this agreement or after its termination, at the earlier of:

(a) the closing and funding of the sale or exchange of the Property;

(b) Owner's breach of this agreement; or

(b) Owner's breach of a binding contract to sell the Property to Prospect.

(TXR-2403) 4-1-14

Initialed for Identification by Owner

and Broker

Page 1 of 4

B. Leases:

(1) Primary Lease:

(a) If Owner agrees to lease all or part of the Property to Prospect, on any terms, on or before the date this agreement ends, Owner will pay Broker a fee equal to:

(1) \_\_\_\_\_ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease:  expense reimbursements, and  \_\_\_\_\_.

(2) \_\_\_\_\_  
\_\_\_\_\_

(b) The fee is payable during the term of this agreement or after its termination:

(1) in one payment upon \_\_\_\_\_.

(2) in two payments as follows: one-half of the fee at the time the lease is executed and the remainder on the date the lease commences.

(3) \_\_\_\_\_  
\_\_\_\_\_

(2) Renewals: If Prospect leases all or part of the Property and subsequently renews, extends, or expands the lease, (including new leases for more, less, or different space in the same building or complex), Owner will pay Broker a fee equal to:

(a) \_\_\_\_\_ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term:  expense reimbursements based on initial amounts  \_\_\_\_\_;

(b) \_\_\_\_\_ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term:  expense reimbursements based on initial amounts  \_\_\_\_\_; or

(c) \_\_\_\_\_  
\_\_\_\_\_

In addition to their ordinary meanings, "extensions," "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the Property is located. The fees under Paragraph 5B(2) are earned and payable in full at the time the extension, renewal, or expansion commences.

(3) Subsequent Sale to Prospect: If Prospect leases all or part of the Property and Owner later agrees to sell all or part of the Property to Prospect within the term of the lease or within 180 days after the date the lease ends, Owner will pay Broker a fee equal to:

(a) \_\_\_\_\_ % of the gross sales price; or  
 (b) \_\_\_\_\_.

"Sell" means to sell, agree to sell, convey, agree to convey, exchange, agree to exchange, transfer, or agree to transfer a legal or equitable interest (excluding a lease or rental) either by written or oral agreement or by option. The transfer of Owner's interest (stock or shares) in any entity that holds title to the Property for the purpose of conveying the Property to another person is a sale. The fee for a sale under this Paragraph 5B(3) is earned at the time Landlord agrees to sell the Property and is payable at the closing of the sale regardless of whether closing occurs during the term of this Registration or after its termination.

*NOTICE: Under Chapter 62, Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.*

6. SPECIAL PROVISIONS: \_\_\_\_\_

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**7. BROKER'S REPRESENTATION:**

A. Owner acknowledges receipt of the attached **Information About Brokerage Services (TXR-2501)** which is incorporated into this agreement for all purposes. During negotiations for the sale or lease of the Property, Broker:

- (1) will represent Owner only.
- (2) will represent Prospect only.
- (3) will act as an intermediary between Owner and Prospect.

B. If Broker acts as an intermediary, Broker will assist both Prospect and Owner in the sale or lease of the Property. Broker's fees will be paid by Owner as provided in Paragraph 6. Broker may appoint a licensed associate(s) of Broker to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Owner and appoint another licensed associate(s) for the same purposes to Prospect. **As an intermediary, Broker:**

- (1) may not disclose to Prospect that Owner will accept a price less than the asking price unless otherwise instructed in a separate writing by Owner;
- (2) may not disclose to Owner that Prospect will pay a price greater than the price submitted in a written offer to Owner unless otherwise instructed in a separate writing by Prospect;
- (3) may not disclose any confidential information or any information Owner or Prospect specifically instruct 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;
- (4) shall treat all parties to the transaction honestly; and
- (5) shall comply with the Real Estate License Act.

**8. ADDENDA:** Addenda or information that are part of this Registration are:

- A. Information About Brokerage Services (TXR-2501)
- B. Property Description Exhibit identified in Paragraph 2
- C. \_\_\_\_\_

**9. OTHER:**

- A. **Entire Agreement:** This document contains the entire agreement between the parties and may not be changed except by written agreement.
- B. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.
- C. **Disbursements:** All fees to Broker under this agreement are payable in cash in the county in which the Property is located. Owner authorizes Broker to instruct any escrow or closing agent to collect and disburse to Broker at closing the Broker's fees due under this agreement. Paragraphs 5B(2) and 5B(3) survive termination of this agreement. In the event of an exchange or breach of this agreement, the asking price will be the sales price or rental rate(s) for computing Broker's fees.

D. **Related Parties:** If a related party of Prospect agrees to buy or lease all or part of the Property within the term of this agreement, Broker will be entitled to all compensation under this agreement as if Prospect had acquired or leased the Property. "Related party" means any assignee of Prospect, any family member or relation of Prospect, any officer, director, or partner of Prospect, any entity owned or controlled, in whole or part, by Prospect, and any entity that owns or controls Prospect, in whole or part.

E. **Additional Notices:**

- (1) Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS® or any listing service. Broker's fees are negotiable.
- (2) If the Property contains a residential dwelling built before 1978, federal law requires the Owner to: (a) provide the buyer with the promulgated lead hazard information pamphlet; and (b) disclose the presence of any known lead-based paint or lead-based paint hazards.
- (3) Broker cannot give legal advice. This is a legally binding agreement. **READ IT CAREFULLY.** If you do not understand the effect of this Registration, consult your attorney **BEFORE** signing.

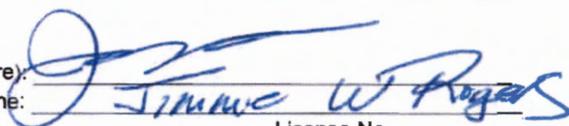
Owner: Nicholas R. Martin

Broker: Century 21 Patterson Agency

Carla Martin

License No. 9006560

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

By (signature): 

Printed Name: James W. Rogers

Title: \_\_\_\_\_ License No. \_\_\_\_\_

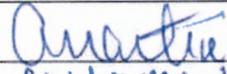
Date: 11/6/22

By (signature): 

Printed Name: Nicholas R. Martin

Title: \_\_\_\_\_ Date: 11/6/22

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

By (signature): 

Printed Name: Carla Martin

Title: \_\_\_\_\_ Date: 11/6/22



# Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

**TYPES OF REAL ESTATE LICENSE HOLDERS:**

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):**

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

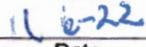
**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>CENTURY 21 Patterson Agency</b> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<b>9006560</b> License No.	<b>broker@c21patt.com</b> Email	<b>(903)455-9414</b> Phone
<b>Jeremy Chet Dicken</b> Designated Broker of Firm	<b>0505962</b> License No.	<b>jdicken@c21patt.com</b> Email	<b>(903)455-7490</b> Phone
<b>Jeremy Chet Dicken</b> Licensed Supervisor of Sales Agent/ Associate	<b>0505962</b> License No.	<b>jdicken@c21patt.com</b> Email	<b>(903)455-7490</b> Phone
<b>James C "Charlie" Patterson</b> Sales Agent/Associate's Name	<b>0157855</b> License No.	<b>cpatterson@c21patt.com</b> Email	<b>903.455.9414</b> Phone


  
 Buyer/Tenant/Seller/Landlord Initials      Date

**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®  
AMENDMENT OF CONTRACT OF SALE**

This Amendment of Contract of Sale (the "Amendment") is entered into by the Seller and Purchaser to modify the Commercial Contract of Sale (the "Contract") having an Effective Date of April 1, 2021 for the Property described as 221 E. 430 (Greenleaf) Texas 75401; see property description in section 7a of contract number. For valuable consideration, Seller and Purchaser agree as follows:

- A. The Purchase Price is changed to \$ \_\_\_\_\_
- B. The last day of the Inspection Period is changed to \_\_\_\_\_
- C. The Closing Date is changed to May 15, 2023

*4-19-23* *JK*

D. Section 12 is changed to read as follows:  
\$300,000.00 in non-refundable earnest money will be wired within 5 business days of close. This will secure the property and ensure remediation and the exiting of the current tenant in a timely manner.

*AND MAY BE EXTENDED BY SELLER FROM TIME TO TIME UP TO A TOTAL OF NINETY (90) DAYS BY DELIVERY OF WRITTEN NOTICE TO PURCHASER OF THE EXTENDED CLOSING DATE PRIOR TO CLOSING DATE IN EFFECT.*

The Parties agree that the \$300,000 will become refundable if the closing does not occur on or before May 15, 2023, except if fault of the Purchaser, and will be refundable if the following conditions are not met by that date: (1) asbestos remediation is completed with all asbestos-containing material legally removed from the site and disposed; (2) all legally-required asbestos remediation inspections are completed, and confirm no remaining asbestos in the facility; and (3) current tenant is out of building, along with all of his property and waste. The \$300,000 will remain in escrow until closing.

Except as modified by this Amendment, the provisions in the Contract (as may have been previously amended) remain unchanged. Capitalized terms that are not defined in this Amendment have the meanings given to them in the Contract. This Amendment is effective as of the last date by the signatures of Seller and Purchaser below. This Amendment may be executed in a number of identical counterparts, which will be construed together as one agreement.

**SELLER:**

**PURCHASER:**

*4/11/23*

*4/14/23*

By: (Signature) \_\_\_\_\_  
Name: Daton L. [Signature]  
Title: Owner  
Date: 4-5-2023

By: (Signature) \_\_\_\_\_  
Name: Bobby Stover and Hunt County, Texas  
Title: Hunt County Judge  
Date: 4-13-2023

*4-19-23*

By: (Signature) \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: (Signature) \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PERMISSION TO USE:** This form is provided for use by members of the North Texas Commercial Association of Realtors®, Inc. ("NTCAR"), members of the North Texas Commercial Association of Real Estate Professionals, Inc., and other licensed users of an NTCAR electronic forms system. Permission is given to make limited copies of the current version of this form for use in a particular Texas real estate transaction. Please contact the NTCAR office to confirm you are using the current version of this form. Mass production, or reproduction for resale, is not allowed without express permission. Any changes to this form must be made in a manner that is obvious. If any words are deleted, they must be left in the form with a line drawn through them. If changes are made that are not obvious, the person who made the change could be subject to a claim of fraud or misrepresentation for passing off an altered form as if it were the genuine NTCAR form.

**AMENDMENT OF CONTRACT OF SALE**  
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The Vendor Corp, 6201 Alpha Rd Dallas, TX 75249  
Gloria R. Lefebvre

Phone: 2142644366 Fax:  
Produced with zipForm® by zipLogic 18075 Fifteen Mile Road, Fraser, Michigan 48038 www.zipform.com

**FILED FOR RECORD**  
at 7:30 o'clock A M

**MAY 23 2023**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.  
By \_\_\_\_\_