



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

NEW HOME CONTRACT

(Incomplete Construction)

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



1. PARTIES: The parties to this contract are Wan Bridge Land LLC or its assignee
(Seller) and LIN, YI FAN (Buyer). Seller agrees to sell and
convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2.PROPERTY: Lot 157, Block Q, Reserve at Red Oak Addition, City of Red Oak, County of Ellis Texas, known as 501 Lennox Road, Red Oak, TX 75154 (address/zip code), or as described on attached exhibit, together with: (i) improvements, fixtures and all other property described in the Construction Documents; and (ii) all rights, privileges and appurtenances thereto. All property sold by this contract is called the Property (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3.SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum \$

C. Sales Price (Sum of A and B).....	\$	378500
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4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5.EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 30 days after the Effective Date, Buyer must deliver to Republic Title - Kelly Wald (Escrow Agent) at 7120 Preston
Road, Suite 100, Plano, Texas, 75024 (address); \$ 161400 as earnest

money and \$_____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ X
X days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within X days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.

E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner policy of title insurance (Title Policy) issued by Republic Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - ☐ (i) will not be amended or deleted from the title policy; or
 - ☒ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made after the Substantial Completion Date by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s).
(Check one box only)
- ☐ (1) At least _____ days prior to the Closing Date, Seller, at Seller's expense, shall provide a new survey to Buyer.
 - ☒ (2) At least 7 days prior to the Closing Date, Buyer, at Buyer's expense, shall obtain a new survey. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: Residential
Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.
- E. TITLE NOTICES:
- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
 - (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☒ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member

of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

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

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

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7.PROPERTY CONDITION:

- A. ACCESS AND INSPECTIONS: Seller shall permit Buyer and Buyer’s agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections.
- B. CONSTRUCTION DOCUMENTS: Seller shall complete all improvements to the Property with due diligence in accordance with the Construction Documents. “Construction Documents” means the plans and specifications, the finish out schedules, any change orders, and any allowances related to the plans and specifications, finish out schedules, and change orders. The Construction Documents have been signed by the parties and are incorporated into this contract by reference.
- C. COST ADJUSTMENTS: All change orders must be in writing. Increase in costs resulting from change orders or items selected by Buyer which exceed the allowances specified in the Construction Documents will be paid by Buyer as follows:X

A decrease in costs resulting from change orders and unused allowances will reduce the Sales Price, with proportionate adjustments to the amounts in Paragraphs 3A and 3B as required by lender.

- D. BUYER’S SELECTIONS: If the Construction Documents permit selections by Buyer, Buyer’s selections will conform to Seller’s normal standards as set out in the Construction Documents or will not, in Seller’s judgment, adversely affect the marketability of the Property. Buyer will make required selections within X days after notice from Seller.
- E. COMPLETION: Seller must commence construction no later than X days after the Effective Date of this contract. The improvements will be substantially completed in accordance with the Construction Documents and ready for occupancy not later than January 30th, 2026. The improvements will be deemed to be substantially completed in accordance with the Construction Documents upon the final inspection and approval by all applicable governmental authorities and any lender (Substantial Completion Date). Construction delays caused by acts of God, fire or other casualty, strikes, boycotts or nonavailability of materials for which no substitute of comparable quality and price is available will be added to the time allowed for substantial completion of the construction. However, in no event may the time for substantial completion extend beyond the Closing Date. Seller may substitute materials, equipment and appliances of comparable quality for those specified in the Construction Documents.
- F. WARRANTIES: Except as expressly set forth in this contract, a separate writing, or provided by law, Seller makes no other express warranties. Seller shall assign to Buyer at closing all assignable manufacturer warranties.
- G. INSULATION: As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the Improvements at the Property is: (check only one box below)

- ☒ (1) as shown in the attached specifications.
- ☐ (2) as follows:
- (a) Exterior walls of improved living areas: insulated with _____ insulation to a thickness of _____ inches which yields an R-Value of _____.

(b) Walls in other areas of the home: insulated with _____ insulation to a thickness of _____ inches which yields an R-Value of _____.

(c) Ceilings in improved living areas: insulated with _____ insulation to a thickness of _____ inches which yields an R-Value of _____.

(d) Floors of improved living areas not applied to a slab foundation: insulated with _____ insulation to a thickness of _____ inches which yields an R-Value of _____.

(e) Other insulated areas: insulated with _____ insulation to a thickness of _____ inches which yields an R-Value of _____.

All stated R-Values are based on information provided by the manufacturer of the insulation.

- H. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer’s intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- I. SELLER’S DISCLOSURE:
- (1) Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.

(2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.

(3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.

(4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.

(5) Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.

(6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.

(7) Seller ☐ is ☒ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.

(8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt.
If Seller is aware of any of the items above, explain (attach additional sheets if necessary):

J. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ _____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8.BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent'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: X

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9.CLOSING:

A. The closing of the sale will be on or before February 28th, 2026, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

- B. At closing:
- (1) Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10.POSSESSION:

A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. **SMART DEVICES:** "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a fixture lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:

- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
- (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11.SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Notwithstanding anything to the contrary in the agreement, 100% of the Earnest Money shall be released and paid to Wan Bridge Land LLC within three (3) days of the Effective Date to be used exclusively by Wan Bridge Land LLC for expenses related to its performance under Contract.

12.SETTLEMENT AND OTHER EXPENSES: The Parties agree to the form of special warranty deed, and

A. The following expenses must be paid at or prior to closing: Property Tax and HOA fee will not be prorated at closing and the seller will pay for Buyer.

- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ X to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.

B. ROLLBACK TAXES: If additional taxes, penalties, or interest (Assessments) are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 45 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

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

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Subject to applicable law, any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: <u>20F-2, No122, Zong Ming S Rd, West District, Taichung City 40361 Taiwan</u>	To Seller at: <u>5210 Spruce Street, Bellaire, TX, 77401</u>
Phone: <u>() 092629261</u>	Phone: <u>(713)</u>
E-mail/Fax: <u>cuteyvonneya@gmail.com</u>	E-mail/Fax: _____
E-mail/Fax: _____	E-mail/Fax: <u>title@wanbridgegroup.com</u>
With a copy to Buyer's agent at: _____	With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

<input type="checkbox"/> Third Party Financing Addendum	<input type="checkbox"/> Addendum for Coastal Area Property
<input type="checkbox"/> Seller Financing Addendum	<input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
<input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association	<input type="checkbox"/> Seller's Temporary Residential Lease
<input type="checkbox"/> Buyer's Temporary Residential Lease	<input type="checkbox"/> Short Sale Addendum
<input type="checkbox"/> Loan Assumption Addendum	<input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
<input type="checkbox"/> Addendum for Sale of Other Property by Buyer	<input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area
<input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals	<input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment
<input type="checkbox"/> Addendum for "Back-Up" Contract	<input checked="" type="checkbox"/> Other (list): <u>Addendum A</u>
<input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal	

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: Reid Wilson, Wilson Cribbs & Goren

PC 2500 Fannin St, Houston, TX, 77002

Phone: () _____

Phone: (713) 2229000

Fax: () _____

Fax: (713) 2298824

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

Longil

Buyer

Buyer

Seller

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 23-18. This form replaces TREC NO. 23-17.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____	License No. _____	Listing Broker Firm _____	License No. _____
represents <input type="checkbox"/> Buyer only as Buyer's agent		represents <input type="checkbox"/> Seller and Buyer as an intermediary	
<input type="checkbox"/> Seller as Listing Broker's subagent		<input type="checkbox"/> Seller only as Seller's agent	
Associate's Name _____	License No. _____	Listing Associate's Name _____	License No. _____
Team Name _____		Team Name _____	
Associate's Email Address _____	Phone _____	Listing Associate's Email Address _____	Phone _____
Licensed Supervisor of Associate _____	License No. _____	Licensed Supervisor of Listing Associate _____	License No. _____
Other Broker's Address _____	Phone _____	Listing Broker's Office Address _____	Phone _____
City _____	State _____	Zip _____	
		Selling Associate's Name _____	License No. _____
		Team Name _____	
		Selling Associate's Email Address _____	Phone _____
		Licensed Supervisor of Selling Associate _____	License No. _____
		Selling Associate's Office Address _____	
		City _____	State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT			
Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.			
Escrow Agent _____		Date _____	

EARNEST MONEY RECEIPT			
Receipt of \$ _____ Earnest Money in the form of _____ is acknowledged.			
Escrow Agent _____		Received by _____	Date/Time _____
Address _____		Email Address _____	Phone _____
City _____	State _____	Zip _____	Fax _____

CONTRACT RECEIPT			
Receipt of the Contract is acknowledged.			
Escrow Agent _____		Received by _____	Date _____
Address _____		Email Address _____	Phone _____
City _____	State _____	Zip _____	Fax _____

ADDITIONAL EARNEST MONEY RECEIPT			
Receipt of \$ _____ additional Earnest Money in the form of _____ is acknowledged.			
Escrow Agent _____		Received by _____	Date/Time _____
Address _____		Email Address _____	Phone _____
City _____	State _____	Zip _____	Fax _____

B. Construction Timeline/Conditions Precedent

1. Conditions Precedent to Seller's Obligations

It shall be an express condition precedent to Seller's obligation to commence or perform any construction on the House, or to Close the sale pursuant to the Agreement, that any and all approvals required from any appropriate governmental authority, such as plats, development permits, building permits, certificates of occupancy, final green tags, etc. shall have been fully and finally approved on or before the twenty-second month of the date of full earnest money received. In the event all such approvals are not timely obtained as provided above for any reason whatsoever, Seller may, at its sole option, terminate this Agreement by giving Buyer written notice of termination and refunding the Earnest Money to Buyer, and each party shall thereupon be released from any obligations under the Agreement.

2. Construction Timeline

Subject to paragraph B.1 of this Addendum, construction of the House is anticipated (not guaranteed) to be completed within nine months of the date of full earnest money received. For purposes hereof, completion of the construction is deemed to have occurred upon the obtaining of the final certificate of occupancy or construction green tag (or equivalent document) from the applicable governmental authority permitting occupancy of the House as a Townhouses residence. Subject to B.1 above, if the construction commences but is not completed within said nine (9) month period, Buyer agrees that, in lieu of any other remedy it might have or any amount or distribution it may be entitled to, Buyer will accept from Seller a non-compounded payment equal to 5% annually of the total Earnest Money stated in paragraph 5 of the Agreement, measured from the tenth month of the date of full earnest money received until completion of the construction of the House, including the final green tags/certificate of occupancy from the applicable governmental authority, provided such completion and final approvals are obtained by the twenty-second month of the date of full earnest money received.

Subject to B.1 of this Addendum, if construction has commenced but not been completed by the twenty-second month of the date of full earnest money received, the Buyer may request the refund of its Earnest Money and Seller shall refund same to Buyer in full and final satisfaction of any claims, causes of action, damages, losses, or expenses of any of Buyer in connection with or arising out of this New Home Agreement or the House, and Seller shall thereby upon return of the earnest money to Buyer be fully and finally released from any obligations under the Agreement.

C. Earnest Money Release and Rebate

1. Earnest Money Release

The Earnest Money, or any portion thereof, shall be automatically released by the Title Company to the Seller within three (3) days of Title Company's receipt of the Earnest Money, or any portion thereof. The Title Company shall not be required to receive the entire amount of Earnest

Money prior to releasing same to Seller. The Title Company is authorized to make multiple releases of Earnest Money, as provided by this Section C.1., as Earnest Money is received by the Title Company.

2. Earnest Money Rebate

The Earnest Money will bear non compounded 5% interest during the construction period annually, starting from the seventh month of full earnest money received. The buyer can choose to receive one semi-annual payments ("Set Amount") equal to 1.25% times Earnest Money during the construction period or as seller's credit equal to 1.25% times Earnest Money towards closing. However, in the event that buyer chooses to close the house earlier than contract closing date, the final interest amount or seller's credit will be adjusted in daily interest basis at 0.0137% according to the final closing date; in the event that buyer chooses to close the house later than closing date, the seller will not provide any additional earnest money rebate or seller's credit on the above set amount. Please check the box for your preference,

☒ Semi-annual Payment ☐ Credit Towards Closing

D. Property Management and Brokerage/Rent Guarantee

1. Property Management and Brokerage

Buyer hereby engages TBD Management, LLC as its property manager with respect to the Property being conveyed hereunder. The parties shall execute the Residential Leasing and Property Management Agreement at closing.

2. Rent Guarantee

Provided that (1) Buyer does not default on the Agreement or on any Lease with a Tenant for the House, (2) Closing has occurred and title to the House has been transferred to Buyer and remains in Buyer; (3) that Buyer has a valid, legal ITIN, (4) Buyer does not violate and remains in compliance with all requirements of any applicable Homeowner's Association Rules and Regulations, including payment of all lawful assessments or fines imposed on Buyer or the Property, and (5) Buyer provides Seller upon request any documents reasonably requested by Seller to verify rental payments or other consideration received by Buyer from Tenant; then in those events Seller guarantees to Buyer a net rental return of five percent (5%) annually of the total sales price stated in paragraph 3 of the Agreement, payable semi-annually, effective from the second month after the closing date ("Commencement Date") (after all property management, maintenance, and repair expenses, property tax, insurance, HOA fees, but before Buyer's personal income tax) for a period of three (3) years through the 3rd anniversary of the commencement date. This guarantee does not mean that Seller guarantees a five percent (5%) annual return over and above whatever return Buyer actually receives, but only that Seller will make up any shortfall on such return so that the total return is 5%. (i.e. if Buyer's return is only three percent (3%), Seller's obligation is solely to make up an additional two percent (2%). Under no circumstances shall Seller be responsible for payment of any income taxes of any kind for Buyer.

E. DISCLAIMER OF WARRANTIES; "AS IS" PURCHASE

1. Property Being Sold "AS-IS/WHERE-IS"

1.1 Buyer's Acquisition. Buyer acknowledges that Buyer is a sophisticated purchaser of real estate and that Buyer is relying on its own expertise and that of its consultants in acquiring the Property. Buyer represents that, except with respect to representations of Seller set forth in this Agreement, it shall rely solely on Buyer's own inspections and investigations of the Property and shall assume the risk that adverse matters, including adverse physical environmental conditions, may not have been uncovered.

1.2 No Side Agreements or Representations. No person acting on behalf of Seller is authorized to make any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in this Agreement. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of Seller which is not contained in this Agreement will be valid or binding on Seller.

1.3 AS-IS CONDITION. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THE AGREEMENT OR THIS ADDENDUM A, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING, WITHOUT LIMITATION, THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, THE VISUAL ARTISTS RIGHTS ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS
ADDENDUM A TO NEW HOME CONTRACT

AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONTENT, COMPLETENESS OR ACCURACY OF THE DUE DILIGENCE MATERIALS OR PRELIMINARY REPORT REGARDING TITLE; (XII) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER; (XIV) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIV) DEFICIENCY OF ANY UNDERSHORE; (XV) DEFICIENCY OF ANY DRAINAGE; (XVI) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; (XVII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; OR (XVIII) WITH RESPECT TO ANY OTHER MATTER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, BUYER IS RELYING SOLELY (EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS OF SELLER SET FORTH IN THE AGREEMENT OR THIS ADDENDUM) ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO BUYER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND ADDENDUM A, SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER AGREES TO FULLY AND IRREVOCABLY RELEASE SELLER, ITS PRINCIPALS, MEMBERS, OFFICERS, MANAGERS, PARTNERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER ARISING FROM SUCH INFORMATION OR DOCUMENTATION AND FROM ALL CLAIMS, RESPONSIBILITY AND LIABILITY OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FOR, ARISING OUT OF, OR ATTRIBUTABLE TO THE VALUATION, SALEABILITY, PHYSICAL CONDITION OR UTILITY OF THE PROPERTY EXCEPT WITH RESPECT TO REPRESENTATIONS OF SELLER SET FORTH IN THE AGREEMENT OR ADDENDUM A, AND EXCEPT FOR THE INTENTIONAL OMISSION AND/OR MISREPRESENTATION BY SELLER OR ITS AGENTS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND ADDENDUM A, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE

MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO REPRESENTATIONS OF SELLER SET FORTH IN THIS AGREEMENT, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. BUYER REPRESENTS, WARRANTS, AND COVENANTS TO SELLER, WHICH REPRESENTATION, WARRANTY, AND COVENANT SHALL SURVIVE THE CLOSE OF ESCROW AND NOT BE MERGED WITH THE DEED, THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, BUYER IS RELYING SOLELY UPON BUYER'S OWN INVESTIGATION OF THE PROPERTY.

WITHOUT LIMITING OR CONDITIONING IN ANY RESPECT THE EFFECT, SCOPE, OR BREADTH OF THE ABOVE LANGUAGE IN THIS PARAGRAPH D.1.3, SELLER SHALL, UPON CLOSING OF THE SALE OF THE PROPERTY MADE THE BASIS OF THIS AGREEMENT, SELL AND ASSIGN TO BUYER ANY CAUSE OF ACTION SELLER HAS, OR MAY HAVE AGAINST ANY THIRD PARTY (OTHER THAN BUYER OR ITS AGENTS, SUCCESSORS, OR ASSIGNS) ARISING OUT OF OR REGARDING THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION SEEKING DAMAGES CAUSED TO THE PROPERTY FROM ANY VIOLATION OF AN ENVIRONMENTAL LAW BY A THIRD PARTY (OTHER THAN BY BUYER OR ITS AGENTS, SUCCESSORS, OR ASSIGNS). IN CONSIDERATION FOR THIS ASSIGNMENT, BUYER, FOR ITSELF, ITS AGENTS, SUCCESSORS, AND ASSIGNS, DOES HEREBY COVENANT AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AND SELLER'S OWNERS, MEMBERS, MANAGERS, INVESTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS (THE "SELLER PARTIES") OF AND FROM ANY AND ALL CLAIMS, DEMANDS, DEBTS, LIABILITIES, ACTIONS, CAUSES OF ACTION, JUDGMENTS, LOSSES, OR EXPENSES, INCLUDING ATTORNEYS FEES, COURT COSTS, AND EXPERT WITNESS FEES OR COSTS, ARISING FROM OR BECAUSE OF (1) ANY CLAIM OR CAUSE OF ACTION TO BE ASSIGNED HEREUNDER TO BUYER, (2) BUYER'S PURSUIT OF ANY SUCH CLAIMS AGAINST ANY THIRD PARTY, OR (3) ANY CLAIMS ASSERTED AGAINST ANY OF THE SELLER PARTIES IN CONNECTION WITH ANY CLAIM OR CAUSE OF ACTION TO BE ASSIGNED HEREUNDER. BUYER'S INDEMNIFICATION OBLIGATION TO SELLER AS SET FORTH ABOVE SHALL SURVIVE THE CLOSING OF THE SALE, AND FURTHERMORE IT SHALL BE AN OBLIGATION OF BUYER, ITS SUCCESSORS, AND ASSIGNS IN THE EVENT BUYER ASSIGNS THIS AGREEMENT. BY INITIALING BELOW, THE BUYER ACKNOWLEDGES THAT (i) THIS PARAGRAPH D.1.3 ABOVE HAS BEEN READ AND FULLY UNDERSTOOD, (ii) THE BUYER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (iii) THE BUYER HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS PARAGRAPH 1.3.



BUYER'S INITIALS

2. Warranty Coverage

ADDENDUM A TO NEW HOME CONTRACT

Page 6 of 21

Buyer  Buyer _____

Seller _____ Seller _____

Subject to paragraph D.1.3 above, the only warranty coverage for the property is provided below. The home will be under new home warranty at the time of completion, the coverage is summarized as follows:

1. ONE YEAR COVERAGE: The one-year warranty provides surety coverage and backs the builder's warranty on defects in workmanship and materials, such as site work, concrete, masonry, carpentry, doors & windows, siding & roofing, finished, specialties, equipment, mechanical systems, heating & air conditioning, electrical systems. Covered components of a home that do not meet the performance standards during the first year will be repaired, replaced by the builder.

2. TWO YEAR COVERAGE: The two-year warranty provides surety coverage and backs the builder's warranty on defects in the wiring, piping, and ductwork in the electrical, plumbing, heating, cooling, ventilating and mechanical systems. Covered components of a home that do not meet the performance standards during the first two years will be repaired, replaced by the builder.

3. TEN YEAR COVERAGE: The ten-year structural warranty provides direct coverage from the day of closing for major structural defects such as foundation systems, floor framing systems, walls, roof framing systems. If a major structural defect occurs within ten-year warranty term, it will be repaired, replaced or paid by StrucSure. Wan Pacific is Warrantor from years 1-2 and StrucSure is Warrantor from years 3-10.

F. Damage or Destruction; Condemnation

1. Material Event. If, prior to Closing, (a) the Property is damaged and the cost of repair exceeds One hundred thousand dollars (\$100,000) (as determined by Seller in its sole discretion) or (b) all access to the Property is rendered completely unusable, or is destroyed or (c) the Property is taken under power of eminent domain such that the taking renders the Property materially and substantially unusable for a townhome residence (as determined by Seller in its sole discretion) (a "**Material Event**"), Buyer may elect to terminate this Agreement by giving written notice of its election to Seller within five (5) business days after receiving notice of such destruction or taking. If Buyer does not give such written notice within such five (5) business day period, this transaction shall be consummated on the Closing Date and at the Purchase Price provided for in this Agreement, and Seller will assign to Buyer the physical damage proceeds of any insurance policy(ies) payable to Seller, or Seller's portion of any condemnation award, and, if an insured casualty, pay to Buyer the amount of any deductible but not to exceed the amount of the loss.

2. Immaterial Event. If, prior to Closing, the Property is subject to a casualty or a condemnation event that is not a Material Event, Buyer shall close this transaction on the Closing Date and at the Purchase Price provided for in this Agreement, and Seller will assign to Buyer the proceeds of any insurance policies payable to Seller, or Seller's rights to any portion of any condemnation award, and, if a casualty, pay to Buyer the amount of any deductible or other uninsured or underinsured amount of the loss, but not to exceed the amount of the loss, provided

however that the maximum amount Seller shall be obligated to pay or credit to Buyer in the event of an uninsured or underinsured casualty shall be Fifty Thousand Dollars (\$50,000.00). In the event of an uninsured or underinsured casualty in excess of Fifty Thousand Dollars (\$50,000.00), Buyer shall notify Seller in writing within three (3) business days after receiving notice that (i) an uninsured or underinsured casualty has occurred, (ii) the cost to repair such uninsured or underinsured casualty exceeds Fifty Thousand Dollars (\$50,000.00) (as determined by Seller in its sole discretion), and (iii) that Seller will not credit Buyer the full repair cost that (a) Buyer elects to close the transaction with a credit against the Purchase Price of Fifty Thousand Dollars (\$50,000.00), or (b) Buyer elects to terminate this Agreement and receive back the Deposit less the independent consideration due Seller.

3. Termination and Return of Deposit. If Buyer elects to terminate this Agreement pursuant to this Section E, and provided Buyer has fulfilled all other obligations under this Agreement, Seller shall return the Earnest Money to Buyer, and neither party shall have any further liability hereunder except for Buyer's indemnity obligations and such other Buyer obligations that expressly survive the termination of this Agreement.

G. Limitation of Seller's Liability

1. Seller's Liability

Notwithstanding anything to the contrary contained herein, after the Closing: (a) the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer, on any claims or causes of action of any kind arising out of or in connection with this Agreement, whether sounding in tort or Agreement, including without limitation for any breach of any representation, warranty and/or covenant by Seller herein or in any document executed by Seller pursuant hereto or in connection herewith (collectively, the **"Other Documents"**), shall under no circumstances whatsoever exceed One Hundred Eighty Thousand Dollars (\$180,000.00) (the **"Seller Liability Cap"**); and (b) no claim by Buyer, of any kind arising out of or in connection with this Agreement, whether sounding in tort or Agreement, or breach of any representation, warranty and/or covenant by Seller herein or in any document executed by Seller pursuant hereto or in connection herewith or in any Other Document may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim(s) are for an aggregate amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) (the **"Floor Amount"**), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the limitation set forth in clause (a) above. If any such final judgment is for an amount that is less than or equal to the Floor Amount, then Seller shall have no liability with respect thereto. Effective upon the Close of Escrow, Buyer hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Agreement to make a claim against Seller for damages that Buyer may incur, or to rescind this Agreement and the transaction, as the result of any of Seller's representations or warranties being untrue, inaccurate or incorrect if Buyer knew or is deemed to know that such representation or warranty was untrue, inaccurate or incorrect at the time of the expiration of the Option Period. The provisions of this Section shall survive the Closing and shall not be merged therein.

2. **Exculpation**

No constituent shareholder, member or partner in or agent of any Seller, nor any advisor, trustee, director, officer, employee, beneficiary, shareholder, member, manager, partner, participant, representative or agent of any partnership, limited liability company, corporation, trust or other entity that has or acquires a direct or indirect interest in Seller, nor Seller's Representative, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times. Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance, and Buyer, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. The provisions of this paragraph shall survive any termination of this Agreement and the Closing and shall not be deemed merged with the Deed.

H. Miscellaneous

1. **Waiver of Trial by Jury**

Seller and Buyer, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in Agreement, tort, or otherwise. To the extent they may legally do so, Seller and Buyer hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury and that any party hereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

2. **Attorneys' Fees**

If either party hereto brings an action or proceeding (including any cross complaint, counterclaim or third-party claim) against the other party by reason of a default by the other party or otherwise arising out of this Agreement, the non-prevailing party shall pay to the prevailing party in such action or proceeding all of the prevailing party's costs and expenses of suit, including reasonable attorney's fees, which shall be payable whether or not such action is prosecuted to a judgment. The foregoing includes, but is not limited to, reasonable attorneys' fees, expenses and costs of investigation incurred in (1) appellate proceedings; (2) in any post-judgment proceedings to collect or enforce the judgment; (3) establishing the right to indemnification; and (4) any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code (11 United States Code Sections 101 *et. seq.*), or any successor statutes. "Prevailing Party" within the meaning of this paragraph 2 includes a party who dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

3. **Notices**

All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective upon the earlier of the following to occur: (a) when delivered to the recipient, (b) if sent by overnight mail (Federal Express or similar nationally recognized overnight courier service), the business day following its deposit in such overnight mail facility, (c) three (3) business days after deposit in a sealed envelope in the United States mail, postage prepaid by registered or certified mail, return receipt requested, addressed to the recipient as set forth below, or (d) if by e-mail as and when sent to the e-mail addresses for Seller or Buyer, as applicable, and their respective counsel, as set forth above, provided that the party sending such notice does not receive an email delivery error notification. The foregoing addresses may be changed by written notice given in accordance with this Section. If the date on which any notice to be given or performance required hereunder falls on a Saturday, Sunday or Texas, California or national legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

4. **Amendment; Complete Agreement**

All amendments, modifications and supplements to this Agreement must be in writing and executed by Buyer and Seller. This Agreement and the Transaction Documents contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement. This Agreement has been drafted through a joint effort of the parties and their counsel and, therefore, shall not be construed in favor of or against either of the parties.

5. **Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO THE APPLICATION OF CONFLICTS OF LAWS PRINCIPLES).

6. **Severability**

If any provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement (including the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7. **Counterparts, Headings, and Defined Terms**

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. The headings to sections of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.

8. **Time of the Essence**

Time is of the essence in this Agreement.

9. **Waiver**

No waiver by Buyer or Seller of any of the terms or conditions of this Agreement or any of their respective rights under this Agreement shall be effective unless such waiver is in writing and signed by the party charged with the waiver. No such waiver shall reduce the rights or remedies of a party by reason of any breach by the other party hereunder. Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be deemed to be a waiver by such party of the performance of any other covenant, condition or promise by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by such party while the other party continues to be so in default.

10. **Third Parties**

This Agreement is entered into for the sole benefit of Buyer and Seller and their respective permitted successors and assigns. No party other than Buyer and Seller and such permitted successors and assigns shall have any right of action under or rights or remedies by reason of this Agreement.

11. **Additional Documents**

Each party agrees to perform any further acts and to execute and deliver such further documents which may be reasonably necessary to carry out the terms of this Agreement.

12. **Independent Counsel**

Buyer and Seller each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement, (ii) they have executed this Agreement with the advice of such counsel, and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared by Seller's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against Seller or Buyer but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested hereby.

13. **Condition of Property**

Buyer represents and warrants, which representations and warranties shall survive the Close of Escrow and not be merged with the Deed, that, as specified in Section D. 1.3 of this Addendum, Buyer has, or shall have inspected and conducted tests and studies of the Property, and that Buyer is or will be prior to the Close of Escrow familiar with the general condition of the Property. Buyer understands and acknowledges that the Property may be subject to

earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, hazardous materials and similar occurrences that may alter its condition or affect its suitability for any proposed use. Except with respect to representations of Seller expressly set forth in this Agreement, Seller shall have no responsibility or liability with respect to any such occurrence or condition. Buyer represents and warrants that Buyer is acting, and will act only, upon information obtained by Buyer directly from Buyer's own inspection of the Property, except with respect to representations of Seller expressly set forth in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the suitability or lack of suitability of the Property for any proposed or intended use, or availability or lack of availability of (a) permits or approvals of governmental or regulatory authorities, or (b) easements, licenses or other rights with respect to any such proposed or intended use of the Property, shall not affect the rights or obligations of the Buyer hereunder, except with respect to representations of Seller expressly set forth in this Agreement.

14. **Subordination**

Buyer acknowledges that Seller and/or its affiliates and their successors and assigns may enter into a future loan transaction, as borrower, with a lender of Seller's choice for the construction of improvements to the Property which loan may be secured by a mortgage or deed of trust encumbering the Property (said mortgage or deed of trust, together with any amendments, renewals, increases, modifications, substitutions or consolidations of either of them, collectively, "Lien Instrument"). Buyer expressly acknowledges and agrees that all of Buyer's right, title and interest in and to the Property and this Contract shall be subject, subordinate and inferior to such loan and Lien Instrument. However, Seller shall obtain prior to or at Closing a release of such lien pursuant to and in accordance the terms of such Lien Instrument. Nothing contained herein shall otherwise modify, alter or amend the Contract between Seller and Buyer.

15. **Additional Earnest Money and Fees**

Notwithstanding anything in this Contract to the contrary, Seller and Buyer agree that upon the release of the Earnest Money to Seller in accordance with this Contract, all additional Earnest Money deposits, fees paid by Buyer and made by Buyer beyond the initial Earnest Money deposits, are to also promptly be released to Seller after such time as such funds have been delivered to the Title Company.

16. **Commissions**

Buyer and Seller each represent and warrant to the other that there are no commissions, finder's fees or brokerage fees arising out of the transactions contemplated by this Agreement. Buyer shall indemnify and hold Seller harmless from and against any and all Claims in connection with claims for any such commissions, finders' fees or brokerage fees claimed through Buyer's agreements or actions arising out of the inaccuracy of the foregoing representation and/or warranty of Buyer. Seller shall indemnify and hold Buyer harmless from and against any and all Claims in connection with claims for any such commissions, finders' fees or brokerage fees claimed through Seller's agreements or actions arising out of the inaccuracy of the foregoing representation and/or warranty of Seller.

17. **Release**

Except with respect to representations of Seller expressly set forth in this Agreement, Buyer shall rely solely upon Buyer's own knowledge of the Property based on its investigation of the Property and its own inspection of the Property in determining the Property's physical condition. Except with respect to representations of Seller expressly set forth in this Agreement, Buyer and anyone claiming by, through or under Buyer hereby waives its right to recover from and fully and irrevocably releases Seller, its employees, partners, managers, officers, directors, representatives, agents, servants, attorneys, affiliates, parent, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations acting on its behalf ("**Released Parties**") from any and all claims that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the valuation, saleability, physical condition or utility of the Property, or its suitability for any purpose whatsoever, any construction defects, errors, omissions or other conditions, latent or otherwise, including environmental matters, affecting the Property, or any portion thereof (collectively the "**Released Claims**"). The Released Claims include claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release to Seller. Notwithstanding anything to the contrary in this Agreement, nothing in this Paragraph H.17 shall operate or be construed to release Seller from any claims arising from or because of any intentional misrepresentation made by Seller or its agents to Buyer or its agents, or arising from the gross negligence of Seller.

18. **Consents and Approvals**

Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may be given or withheld in the absolute discretion of such party.

19. **Assignment**

Buyer shall not assign this Agreement without Seller's prior written consent, which consent may be withheld in its sole and absolute discretion. Any purported assignment in violation of the terms of this Agreement shall be void. Notwithstanding the foregoing, Buyer may assign its rights under this Agreement at any time without Seller's consent to any other person or entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, Buyer. The term "**controlling**" (including the terms "controlling", "controlled by", and "under common control with") shall mean the possession, directly and indirectly, of the power to direct or cause the direction of the management and policies of the person or entity, whether through the ownership of voting securities or interest, by Agreement, or otherwise. Any assignment permitted or consented to pursuant to this paragraph H.19 shall only be effective upon full execution of an Assignment and Assumption of this Agreement in form and substance reasonably acceptable to Seller and Escrow Holder, and shall not serve to release the transferring party from any of its obligations (whether payment, performance or otherwise) or covenants under this Agreement.

20. **Successors and Assigns**

Subject to Section H.19 above, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

21. **Exhibits**

Each reference to a Section, subsection or Exhibit in this Agreement shall mean the sections or subsections of this Agreement and the exhibits attached to this Agreement, unless the context requires otherwise. Each such Exhibit is incorporated herein by this reference.

22. **No Reservation of Property**

The preparation and/or delivery of unsigned drafts of this Agreement shall not create any legally binding rights in the Property and/or obligations of the parties, and Buyer and Seller acknowledge that this Agreement shall be of no effect until it is duly executed by both Buyer and Seller. Buyer understands and agrees that Seller shall have the right to continue to market the Property and/or to negotiate with other potential purchasers of the Property (but not to enter into purchase agreements with any other potential purchasers of the Property) until the expiration of the Due Diligence Period and the satisfaction or waiver in writing of all conditions to the obligations of Buyer under this Agreement.

23. **Duty of Confidentiality**

Buyer and Seller represent and warrant that each shall keep all information and/or reports obtained from the other, or related to or connected with the Property, the other party, or this transaction, and not already in the public domain (“**Confidential Materials**”), confidential and will not disclose any such information to any person or entity without obtaining the prior written consent of the other party. The restrictions set forth in this Section shall not apply to (a) disclosures which may otherwise be required by law (but only after the other party has been given prior notice of any intended disclosure permitted under this clause (a) so that it may have reasonably adequate opportunity to seek a protective order preventing such disclosure), (b) disclosures by Buyer or Seller to its directors, officers, shareholders, partners, members, employees, legal counsel, accountants, engineers, architects, investors or potential investors, financial advisors and similar professionals and consultants to the extent that Buyer or Seller reasonably deems it necessary or appropriate in connection with the evaluation of the Property, and to potential or existing sources of financing or to potential or existing holders of equity interests in Buyer or Seller or their affiliates, or for the purpose of obtaining financing or equity investment in connection with the proposed transaction (provided that Buyer and/or Seller, as applicable, informs such parties of the confidential nature of such information), and (c) disclosures in pleadings in any legal action between Buyer and Seller relating to this Agreement.

24. **Survival**

Unless otherwise specifically set forth in this Agreement, the parties’ respective representations, warranties and/or indemnities set forth herein shall survive the Close of Escrow for a period of twelve (12) months.

25. **Patriot Act**

Buyer is in compliance with Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, (the “**Patriot Act**”) as the same may be amended from time to time, and corresponding provisions of future laws.

26. **Force Majeure**

The Seller is subject to the general risks of the real estate market. These include adverse changes in general and local economic conditions, demographics, competition, overbuilding, tenant credit risk, capital and borrowing rate uncertainty, uncertain rent and expense growth, casualty losses, acts of God, inclement or severe weather, natural disasters, acts of terrorism, war, labor unrest and strikes, shortages of materials, and other macro and micro economic factors beyond the Seller’s control. The Seller would not be liable in circumstances caused by Force Majeure, but shall be given an equitable extension of time to close the transaction or complete the construction in the case of a Force Majeure event.

27. **MEDIATION.**

THE PARTIES SHALL FIRST SUBMIT ANY DISPUTE ARISING OUT OF THE AGREEMENT TO MEDIATION IN HOUSTON, HARRIS COUNTY, TEXAS UNDER THE MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES SHALL COOPERATE IN GOOD FAITH WITH RESPECT TO SUCH MEDIATION, THE COST OF WHICH SHALL BE SPLIT BETWEEN THE PARTIES.

28. **ARBITRATION**

IF NOT RESOLVED IN MEDIATION, THE PARTIES AGREE ALL DISPUTES SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HOUSTON, HARRIS COUNTY, TEXAS PER TEX. CIVIL PRACTICE AND REMEDIES CODE § 171.000, ET. SEQ. (AS AMENDED) AND THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AGREEMENT IS SPECIFICALLY ENFORCEABLE. ARBITRATION MAY PROCEED IN THE ABSENCE OF ANY PARTY IF WRITTEN NOTICE OF THE PROCEEDINGS HAS BEEN GIVEN TO SUCH PARTY. SUCH AWARDS SHALL BE FINAL AND BINDING ON ALL PARTIES. ALL AWARDS MAY BE FILED WITH THE ANY COURT IN HARRIS COUNTY, TEXAS, AS A BASIS FOR JUDGMENT AND THE ISSUANCE OF EXECUTION FOR COLLECTION. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

[Signature Pages Follow]

Executed as of the Effective Date.

BUYER:

(Name of Buyer here)

Buyer’s Signature Longlin

Printed Name: LIN, YI FAN

Title: _____

Date: 2025/03/31

SELLER:

Wan Bridge Land, LLC, a Texas limited liability company

By: _____

Its: _____

Date: _____

EXHIBIT C

SPECIFICATIONS	UPGRADE STANDARDS
Infrastructure	
Water and Sewer under standard performance	•
Electric under standard performance	•
TV Cable pre-installed	•
Internet cable pre-installed	•
Road and public green space finished	•
2025/03/31	Circuit Device and Mechanical
Home safe copper electrical wiring throughout	•
G.F.I safety electrical outlets in wet area	•
Pre-wired for internet and cable	•
Exterior weatherproof electrical outlets and water outlets on both front and rear	•
Air-conditioning	•
Water Heater	•
Energy efficient lighting system installed in front and back yard	★
Energy Saving Air Conditioning System	★
Energy Saving Water Heating	★
Exterior	
10-year, FHA approved homeowners 'protection warranty	•
All-steel, sectioned, weather resistant garage doors	★
Backyard with Grass	•
Drill, saw, pick, and pry resistant security dead bolts on front door with ANSI/BHMA grade 3 security	•
Elegant front door satin nickel handle set and peep hole	•
High-quality fire-retardant shingles with 30-year warranty	•
Exceptional energy efficient windows for excellent lighting and reducing artificial lights	•
Energy efficient double pane insulated windows with screens on all opening windows	★
Lighted front porch	•
Large, visible address block or lighted address plaque per plan	•
Non-combustible siding	•
Post tension slab with 5-year warranty since occupancy permit obtained	•

Buyer LF Buyer _____

Seller _____ Seller _____

Interior	
Luxurious elevated ceiling with 10’first floor	★
Luxurious elevated ceiling with 9’second floor	★
Energy efficient double pane insulated windows with screens on all opening windows	★
Durable, high-end high gloss enameled interior doors	★
High-end laminate flooring in 1st floor	★
Modern, chic ceiling fans in living room	★
Bedroom	
Convenient energy-saving ceiling lights in bedrooms, master bedrooms include a fan	★
High quality, soft-touch standard carpet with ½” pad	★
Environmentally Friendly Painting	
Bathroom	
Upgraded Stylish, and functional faucets	★
Plumbing fixtures and bath accessories on all baths	★
Upgraded tub in master bathrooms	★
Upgraded sink	★
Toilet	★
Upgraded Cabinets in master bathrooms	★
LED Mirrors in all baths & additional LED Cosmetic Mirror in master baths	★
LED loop ceiling light in master baths	★
Upgraded tiles	★
Rainforest shower head in standing showers (showers with no tub)	★
Upgraded hardware and towel shelving	★
Kitchen	
High end American built cabinets that increase storage place	
New Granite Countertop	★
Upgraded Stylish, and functional faucets	★
Heavy-duty sound-insulated disposal	★
Pre-installed recessed icemaker connection	★
High-end laminate flooring	
Designer grade, custom installed full backsplash counter tops	★
Top of the line multi-cycle dishwasher	★
Space saver microwave per plan	★

36-inch Wide Side-by-Side Refrigerator	★
5.3 cu. ft. electric range	★
New Garden sink	★

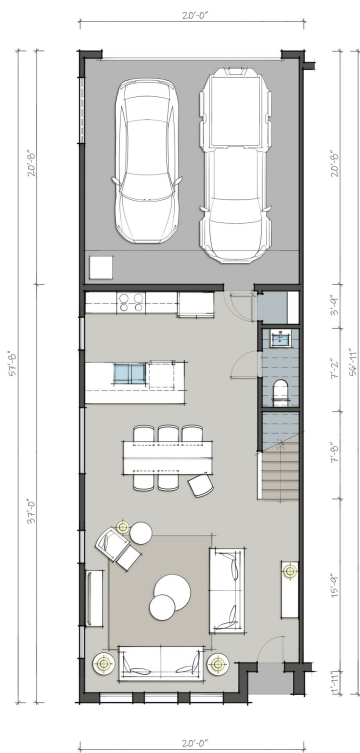
THE UPGRADES IS WORTH ABOUT \$29,360 USD VALUE IN MARKET AND IS INCLUDED IN THE HOUSE SALE PRICE.

*** THE DEVELOPER RESERVES THE RIGHT TO CHANGE/ALTER ITEMS OF THE LIST AT ANY TIME**

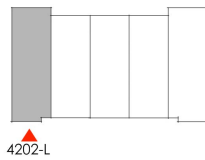
EXHIBIT C-1
SITE PLAN



EXHIBIT C-2
FLOOR PLAN



FIRST FL : 711 SQ.FT.
SECOND FL : 1135 SQ.FT.
TOTAL LIVING AREA: 1846 SQ.FT.
GARAGE : 408 SQ.FT.
PORCH : 14 SQ.FT.
TOTAL : 2268 SQ.FT.



RED OAK

5B-Plex-Unit O42025B1



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord,; LIN , YI FAN
_____; and
Tenant(s): WB Asset Management, LLC, or its assignee
_____.

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: 501 Lennox Road, Red Oak, TX 75154
legally described as: Lot 157 ,Block Q ,Reserve at RedOak

in Ellis County, Texas, together with the following non-real-property
items: All appliances, window coverings and other personal property located at the above address. The real
property and the non-real-property are collectively called the "Property".

3. TERM:

- A. Primary Term: The primary term of this lease begins and ends as follows:
Commencement Date: [the second month after the closing date of the property.]
Expiration Date: the 3rd anniversary of the commencement date.

4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION: This lease automatically renews on a month- to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

- A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: *(Check only one box.)*
☒ (1) 30 days before the Expiration Date.
☐ (2) _____ days before the Expiration Date.
If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.
- B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to- month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*
☒ (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
☐ (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

Residential Lease concerning: 501 Lennox Road, Red Oak, TX 75154

5. RENT:

- A. Rent: Tenant will pay Landlord rent in the amount of \$ 18925] for each full year during this lease. ☒electronic payment ☐money order ☐personal check or ☒other means acceptable to Landlord.
Tenant will pay the semi-annual rent so that Landlord receives the rent on or before (check only one box):
- ☐ (1) the first day of each month during this lease.
 - ☒ (2) the 1st day of the month after 6 full calendar months from the Commencement Date.
Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.
- B. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.
- Name: _____
 Address: _____

Notice: Place the Property address and Tenant's name on all payments.

NOTICE: UNLESS LANDLORD HAS A U.S. TAXPAYOR IDENTIFICATION NO., MINIMUM 30% U.S. TAX WITHHOLDING WILL BE REQUIRED FOR ANY RENT (OR GREATER AMOUNT REQUIRED BY APPLICABLE U.S. LAW FROM TIME TO TIME) .

- C. Method of Payment:
- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
 - (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
 - (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by (select one or more): ☒ cashier's check ☒ electronic payment ☐ money order ☐ personal check or ☒ other means acceptable to Landlord.
 - (4) Landlord ☒ requires ☐ does not require Tenant(s) to pay rents by one payment.
 - (5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds
- D. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

- A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 10th day of after the due date at 11:59pm, Tenant will pay Landlord for each late payment:
- (1) an initial late charge equal to (check one box only): ☒ (a) \$ 25.00 ; or ☐ (b) _____ % of one month's rent; **and**
 - (2) additional late charges of \$ 10.00 per day thereafter until rent and late charges are paid in full.
Additional late charges for any one payment may not exceed more than 30 days.
- Notice: \$92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least one full day after the date on which the rent is due.**

- B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is based on a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation and result from late payment of rent. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

Residential Lease concerning: 501 Lennox Road, Red Oak, TX 75154

7. RETURNED PAYMENT: Tenant will pay Landlord \$ 25 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. APPLICATION OF FUNDS: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges, and then to rent.

9. PETS:

A. Tenant may permit pets. An assistance animal is not considered a pet.

10. UTILITIES:

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections): NA

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

11. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. TENANT MAY USE THE PROPERTY FOR RENTAL TO 3RD PARTIES BY A SUBLEASE, SUBJECT TO THE TERMS OF THIS LEASE. THE OBLIGATIONS OF TENANT MAY BE PERFORMED BY THE SUBTENANT.
LANDLORD SHALL NOT CONTACT OR OTHERWISE DEAL DIRECTLY WITH THE SUBTENANT.

B. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.

C. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

E. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

12. PARKING RULES: Tenant may not permit more than four (4) vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any

Residential Lease concerning: 501 Lennox Road, Red Oak, TX 75154

vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

13. ACCESS BY LANDLORD: SEE SEC. 26

14. MOVE-IN CONDITION:

- A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS**: LANDLORD AUTHORIZES TENANT TO ENFORCE ANY WARRANTIES RELATING TO THE PROPERTY DURING THE LEASE TERM.

15. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property, but is not required to keep the Property occupied at all times, as Tenant may have periods of time when the Property is between subtenants or being maintained or made ready for a new subtenant.
- B. Definitions:
- (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.
 - (2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
 - (3) "*Abandonment*" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.
- C. Personal Property Left After Move-Out:
- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
 - (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16 A for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

16. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
- (1) keep the Property clean and sanitary;
 - (2) promptly dispose of all garbage in appropriate receptacles;
 - (3) supply and change heating and air conditioning filters at least once a month;
 - (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
 - (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
 - (6) take action to promptly eliminate any dangerous condition on the Property;
 - (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
 - (8) replace any lost or misplaced keys;
 - (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
 - (10) remove any standing water;
 - (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
 - (12) water the foundation of the Property at reasonable and appropriate times; and
 - (13) promptly notify Landlord, in writing, of all needed repairs.

- B. Yard Maintenance:
- (1) "*Yard*" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
 - (2) "*Maintain the yard*" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
 - (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times: NA

_____. Other than watering, the yard will be maintained as follows:

- ☒ (b) Tenant, at Tenant's expense, will maintain the yard.

- C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained by Tenant.
- D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:
- (1) remove any part of the Property or any of Landlord's personal property from the Property;
 - (2) remove, change, add, or rekey any lock;
 - (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
 - (4) permit any water furniture on the Property;
 - (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
 - (6) alter, replace or remove flooring material, paint, or wallpaper;
 - (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
 - (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
 - (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;

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- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

- E. Failure to Maintain: If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.
- F. Smoking: Smoking by Tenant, Tenant's guests, family, or occupants is ☒ permitted ☐ not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:
- (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
 - (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

17. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations). **SEE SEC. 26.**

18. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.
- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.

19. SMOKE ALARMS: Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.

20. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

21. HOLDOVER: If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

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22. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.

23. SUBORDINATION: This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

24. CASUALTY LOSS OR CONDEMNATION: Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

25. SPECIAL PROVISIONS: *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*

Tenant may renew the lease for one (1) additional period of three (3) years (the "Renewal Term"), by notice to Landlord prior to the expiration of the initial term. The rent for the Renewal Term shall be the then current fair market value, as reasonably determined by Tenant, but not less than the base rent hereunder. If there is not agreement between Landlord and Tenant on the fair market rent, then Tenant shall engage a 3rd party residential appraiser licensed by the State of Texas who shall determine the fair market rent and issue a written report addressed to both parties (and the cost of such appraisal shall be split equally by the parties), and such fair market rent shall apply during the renewal term. All other terms and conditions of this Lease shall apply during the Renewal Term.

This lease is a "NET" lease, and Tenant is responsible for all maintenance & repair (but not capital improvements or replacements), property tax, regular owner's association assessments, insurance and utilities, property management fee. The rent is intended to be "NET" to Landlord.

Landlord shall not use the Property during the Lease term and shall not disturb any subtenant.

This lease will terminate if the owners association for the property prohibits Tenant from subletting the property. In such event, Landlord and Tenant will negotiate a property management agreement for Tenant to manage the Property for Landlord's benefit with direct leases to 3rd party residential tenants, and Tenant shall pay the cost of maintenance & repair (excluding capital improvements and replacements), taxes, owner's association assessments and insurance, and otherwise provide the economic equivalent hereof.

Landlord is responsible for compliance with and payments due on any loan on the Property, and all U.S. federal or TEXAS state income, or gross receipts or similar taxes assessed on income or rent "Landlord Taxes"). Tenant shall prepare and file all tax returns for Landlord Taxes and make all payments directly to the applicable government unit.

In the event that Landlord sells the Property during the Term, Landlord shall, on or prior to such sale, pay to Tenant three (3) months of the then current Rent. In addition, in the event that Landlord sells the Property during the Term, Tenant shall have the option to terminate this Lease and such termination will be effective on the date of Landlord's sale of the Property. Landlord must provide Tenant at least thirty (30) days prior written notice of a proposed sale of the Property.

Landlord appoints TBD Management LLC as the property manager with regard to the property rented by Tenants hereunder during the lease term and authorize WB Asset Management LLC to sign property management agreement with TBD Management LLC.

26. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;

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- (3) Landlord may exercise Landlord's lien under Paragraph 22 and any other rights under this lease or the Property Code; and
- (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.

- C. Notice to vacate under Paragraph 26B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 18.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

27. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 26, by agreement of the parties, applicable law, or this Paragraph 27. Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

- A. Special Statutory Rights Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.
 - (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
 - (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
 - (3) Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may assign this lease or sublet the Property without Landlord's written consent.
- (2) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease.

28. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to

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the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

29. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

30. ADDENDA: Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- | | |
|--|---|
| <input type="checkbox"/> Addendum Regarding Lead-Based Paint | <input type="checkbox"/> Agreement Between Brokers |
| <input type="checkbox"/> Inventory & Condition Form | <input type="checkbox"/> Landlord's Rules & Regulations |
| <input type="checkbox"/> Landlord's Additional Parking Rules | <input type="checkbox"/> Owners' Association Rules |
| <input type="checkbox"/> Pet Agreement | <input type="checkbox"/> Pool/Spa Maintenance Addendum |
| <input type="checkbox"/> Protecting Your Home from Mold | <input type="checkbox"/> Residential Lease Application |
| <input type="checkbox"/> Residential Lease Guaranty | <input type="checkbox"/> Bed Bug Addendum |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

31. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.)*:

Tenant at the Property and a copy to: 5210 Spruce St, Bellaire, TX 77401	Landlord c/o:
_____	_____
_____	_____
E-mail: <u>title@wanbridgegroup.com</u>	E-mail: _____
Fax: _____	Fax: _____

32. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.

33. INFORMATION:



- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 31.

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- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.*)
- F. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on- line services). For information concerning past criminal activity in certain areas, contact the local police department.
- G. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.

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- H. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- I. **This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.**

 _____ Landlord	<u>2025/03/31</u> _____ Date	 _____ Tenant	_____ Date
_____ Landlord	_____ Date	_____ Tenant	_____ Date
Or signed for Landlord under written property management agreement or power of attorney:		_____ Tenant	_____ Date
By: _____ Date		_____ Tenant	_____ Date
_____ Broker's Associate's Printed Name			
_____ Broker's Printed Name		_____ License No.	
_____ Firm Name			

For Landlord's Use:

On _____ * (date), Landlord provided a copy of the lease, signed by all parties, to _____ (Tenant) by ☐mail ☐e-mail ☐fax ☐in person.

Note: Landlord must provide at least one copy of the lease to at least one Tenant **no later than three business days after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*

(TAR-2001) 02-01-18



TRANSACTION SUMMARY

Property	
Description	Values & Prices
Project: <u>Reserve at Red Oak</u>	House Price: \$ 378,500
Lot & Block: <u>Lot 157, Block Q</u>	Upgrade Package: \$
Address: <u>501 Lennox Road, Red Oak, TX 75154</u>	

Payment Schedule		
Installment	Due date	Values \$
1 - Earnest Money	April 04th, 2025	\$ 10,000
2 - Earnest Money	April 30th, 2025	\$ 151,400
2 – CLOSING	CLOSING DATE	\$ 217,100

Note: The buyer is obligated to pay the earnest money no later than the corresponding due date on the above payment schedule. Failing to pay Earnest Money by the due date, the buyer will be in default and the seller has the right to keep the amount received as indemnification. Failing to pay the remaining balance for closing by the closing date, the buyer will be charged daily interest basis at 0.045% for delay payment with a maximum of 90 days; if the buyer fails to close in 90 days after the completion date, the buyer will be in default and the seller will keep the amount received as indemnification.

BUYER LF _____

SELLER _____



Account Information of Investor

<i>BUYER’S Info</i>	
BUYER 1: _____	BUYER 2: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____
Email: _____	Email: _____

<i>Investor’s Account Info</i>
Bank Name: _____
Bank Address: _____
SWIFT Code: _____
ABA routing number: _____
Account Name: _____
Account Address: _____
Account Number: _____

Note: Please provide your oversea bank account information if applicable. This is required for your dividends.

BUYER  _____

SELLER  _____

持照人簽名 (SIGNATURE OF BEARER)

護照
PASSPORT

中華民國

型式 / Type
代碼 / Code
護照號碼 / Passport No.
367066418
TWN

林依帆

LIN, YI-FAN

國籍 / Nationality
REPUBLIC OF CHINA

Sex / Sex

30 MAY 1983

50 MAY 1983

09 OCT 2024

05 OCT 2024
到期截止日期 / Date of expiry

09 OCT 2034

FC02 T00 60

外交部 / Ministry of Foreign Affairs

MINISTRY OF FOREIGN AFFAIRS
The USSR and Japan relations

[illegible]