

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

TRANSWESTERN PROPERTY COMPANY SW GP, L.L.C. d/b/a TRANSWESTERN ("Transwestern") and J. Gary Trichter ("Owner"), the legal owner of fee simple title to the Property located at 420 Heights Boulevard Houston, Harris County, Texas 77007. See Exhibit "A" Legal Description and Exhibit "B" Property Condition Statement are attached hereto and made a part of this listing agreement.

1. **Authority; Term.** Owner hereby grants to Broker the sole and exclusive right and authority to offer the Property for sale to third parties for a period of one hundred ninety (90) days from the Effective Date (defined below), automatically renewed for like periods of time (each a "term") until terminated by either party. This agreement may only be terminated on the final day of a term by giving the other party notice within the last thirty (30) days of such term. Notwithstanding anything to the contrary herein, this agreement shall terminate two (2) years from the Effective Date.
2. **Broker Obligations.** Broker agrees to employ a concentrated effort to procure prospective purchasers for the Property at the asking price of \$2,900,000.00 or such price and terms as are acceptable to Owner. In this regard, Broker is authorized to (a) advertise the Property by means and methods determined by Broker, (b) present the Property to and negotiate terms and conditions with prospective purchasers, and (c) bring Owner and prospective purchaser to the execution and subsequent closing of a sale. In no event shall Broker have any authority to execute any contracts for or on behalf of Owner.
2. **Commission.** In the event the Property is sold or exchanged during the term of this agreement (or thereafter as provided in Paragraph 5 below), whether such sale or exchange be made by Broker, by Owner, or by any other person, Owner agrees and promises to pay Broker from Owner's proceeds at closing a commission of six percent (6%) of the gross purchase price or consideration agreed to between Owner and purchaser, which price or consideration includes all encumbrances.
4. **Owner Obligations.** Owner agrees to: (a) cooperate with Broker in its sale efforts, (b) promptly respond to any and all purchase offers, (c) promptly refer to Broker all inquiries and offers made directly to Owner, (d) disclose to all prospective purchasers that Broker is the exclusive sales agent on the Property and (e) include in any sales contract a statement regarding any commission Broker is entitled to pursuant to this agreement.
5. **Sale After Termination.** If, (a) after the expiration or termination of this agreement, the Property is sold pursuant to a sales contract entered into prior to such expiration or termination, or (b) within ninety (90) days of the expiration or termination hereof, Owner enters into a sales contract (which contract culminates in the sale of the Property) with any prospective purchaser with whom Broker has (i) submitted the Property to prior to the expiration or termination of this agreement, and (ii) included the name of on a list of all such prospective purchasers delivered by Broker to Owner within ten (10) days after the expiration or termination of this agreement, then, in such event, Owner shall pay to Broker the commission specified in Paragraph 3 above. If at the end of the ninety (90) day period, Owner and a prospective purchaser are still in the midst of negotiations, such ninety (90) day period shall be extended for another ninety (90) days but only with respect to that prospective purchaser. This paragraph shall survive the expiration or termination of this agreement.
6. **OFAC Representations, Warranties and Indemnification.**
 (a) *Representations and Warranties.* Owner and Broker each represents and warrants that (i) it is not, and none of its partners, members, managers, employees, officers, directors, representatives or agents is, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or under any other law, rule, order, or regulation that is enforced or administered by OFAC (such persons and entities

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each being a "Prohibited Person"; (ii) it is not acting directly or indirectly, for or on behalf of any Prohibited Person; (iii) it is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any Prohibited Person; and (iv) it will not contract with or otherwise engage in any dealings or transactions or be otherwise associated with any Prohibited Person.

(b) *Indemnification.* Owner and Broker each hereby agrees to defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the representations and warranties made in Paragraph 6(a) by the indemnifying party.

7. **Broker's Lien.** Pursuant to the provisions of Chapter 62 of the Texas Property Code, Broker is entitled to and hereby claims its right to a broker's lien based upon the provisions of this agreement.
8. **Miscellaneous.** Notwithstanding anything in this agreement to the contrary, the relationship of Broker to Owner under this agreement shall be that of an independent contractor under applicable law and brokerage regulations and not as an employee, partner or joint venturer of Owner. This agreement shall be interpreted in accordance with the laws of the State of Texas. In the event any provision herein shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This agreement shall constitute the entire agreement between Broker and Owner and no change, modification or amendment shall be effective until and unless made in writing and signed by the parties hereto. This agreement shall be binding upon any successors or assigns of Broker or Owner. Each signatory to this agreement represents and warrants that (s)he has full authority to sign this agreement on behalf of the party for whom (s)he signs, and that this agreement binds such party. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this agreement, the parties may execute and exchange by facsimile or other electronic means counterparts of the signature pages.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement effective as of the 3.00 day of August, 2026 (the "Effective Date").

BROKER:

TRANSWESTERN PROPERTY COMPANY SW GP, L.L.C.,
d/b/a TRANSWESTERN

Signed by:

Clint Bawcom

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Clint Bawcom

Executive Managing Director

1900 West Loop South, Suite 1300

Houston, TX 77027

License # 466196

cc: Carlos P. Bujosa 713-272-1289 (O) Email carlos.bujosa@transwestern.com
& A. David Schwarz III, SIOR 713-270-3371 (O) Email david.schwarz@transwestern.com
713-272-1289 -

OWNER:

J. Gary Trichter

DocuSigned by:

J. Gary Trichter

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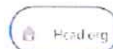
J Gary Trichter

Owner: 713-907-4853 (M) 713-524-1010 (O) Email gary@texasdwilaw.com
8777 FM 2828, Bandera, TX 78003



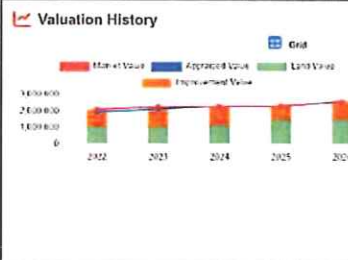
TRANSWESTERN®

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EXHIBIT "A" Page 1**Legal Description**

420 HEIGHTS BLVD
HOUSTON, TX 77007

Account: 0210330000017
Name: TRICHTER J GARY
Mailing Address: 420 HEIGHTS BLVD
HOUSTON, TX 77007-2520



Valuations

Land:	\$1,500,000
Improvement:	\$1,114,667
Market:	\$2,614,667
Appraised:	\$2,574,823

[File a protest](#)
[Value Notice](#)
[Values on Same Street](#)

Jurisdictions/Exemptions

District	Jurisdictions	Exemption Value	2025 Rate	2026 Rate
001	HOUSTON ISD	719,965	0.878300	0.000000
040	HARRIS COUNTY	834,965	0.380960	0.000000
041	HARRIS CO FLOOD CNTRL	834,965	0.049660	0.000000
042	PORT OF HOUSTON AUTHY	834,965	0.005900	0.000000
043	HARRIS CO HOSP DIST	834,965	0.187610	0.000000
044	HARRIS CO EDUC DEPT	834,965	0.004798	0.000000
048	HOUSTON CITY COLLEGE	572,720	0.098802	0.000000
061	CITY OF HOUSTON	774,965	0.519190	0.000000

Exemption Type: Residential Homestead (Multiple)

Property Details

Legal Description	LTS 16 & 17 BLK 301 HOUSTON HEIGHTS
Land	15,000 SF
Living Area	5,355 SF

Fiduciary

RESOLUTE PROPERTY TAX - 07092

Status

Value Notice Date: Apr 17, 2026
 Deadline to file a protest: May 16, 2026
 Protest Received Date: May 15, 2026
 ARB Status: Not Certified - Jun 26, 2026

Location

State Class Code	Neighborhood	Neighborhood Name	Market Area	Map Facet	Key Map	Neighborhood Group
A1 -- Real, Residential, Single-Family	8304.08	PT/HOUSTON HEIGHTS	161 -- 1F Heights, Brooksmith, Norhill Areas	5358C	493E	1620

Additional Links

- [Appraisal Review Board \(ARB\) Status](#)
[Property Owners Website](#)
[Property Tax Database](#)

Land Details

Line	Land Use	Unit type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
Market Value Land											
1	1001 -- Res Improved Table Value SF1 -- Primary SF	SF	7,500	1.00	1.00	1.00	--	1.00	100	100.00	750,000
2	1001 -- Res Improved Table Value SF2 -- Secondary SF	SF	7,500	1.00	1.00	1.00	--	1.00	100	100.00	750,000



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EXHIBIT "A" Page 2**Ownership History**

Owner	Effective Date
TRICHTER J GARY	11/02/2015
ZF HOLDINGS LLC	09/28/2007
HEIGHTS RESERVE INC	10/17/2006
COOK RICHARD K & EVELINE	12/30/1992
MOISE MAXINE L	01/02/1987

Building Summary

Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft
1	2006	—	Mixed Residential / Commercial	105 Mixed Res/Com, Res Structure	Excellent	4,335
2	1940	2009	Mixed Residential / Commercial	105 Mixed Res/Com, Res Structure	Low	1,020

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	Frame Detached Garage w/living area above	Average	Average	484	2006
2	Carport - Residential	Average	Average	190	2005

LEGAL DISCLAIMER

All information contained herein is distributed without warranty of any kind, implied, expressed or statutory. The Harris Central Appraisal District makes no claim, promise or guarantee about the accuracy, completeness, or adequacy of this information and expressly disclaims liability for any errors and omissions. The Harris Central Appraisal District is not an abstract company nor an extension of the County Clerk's Office and does not determine who has the better title to a property if the public records conflict as to ownership or location. The information on this site is not intended to indicate the quality of title or priority of interest in any property, and you are advised not to rely on it for that purpose.

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property on our website. You can request this information or get a copy at <http://www.harriscentralappraisal.com/11011108/Transwest>.

Property Search [for Comments or Suggestions](#)

[Feedback System](#)

Facet Map



Exhibit B Page 1



SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 420 Heights Boulevard, Houston, Texas 77007

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☒ Is ☐ Is not occupying the property. If unoccupied (by Seller), how long since Seller has occupied The Property? ☐ _____ (approximate date) ☐ Never occupied the Property.

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	✓			Natural Gas Lines	✓			Pump: ☐ sump ☐ grinder			✓
Carbon Monoxide Det.		✓		Fuel Gas Piping:		✓		Rain Gutters	✓		
Ceiling Fans	✓			-Black Iron Pipe			✓	Range/Stove	✓		
Cooktop	✓			-Copper			✓	Roof/Attic Vents	✓		
Dishwasher	✓			-Corrugated Stainless Steel Tubing			✓	Sauna		✓	
Disposal	✓			Hot Tub		✓		Smoke Detector	✓		
Emergency Escape Ladder(s)		✓		Intercom System		✓		Smoke Detector – Hearing Impaired			✓
Exhaust Fans	✓			Microwave	✓			Spa		✓	
Fences	✓			Outdoor Grill		✓		Trash Compactor		✓	
Fire Detection Equip.	✓			Patio/Decking	✓			TV Antenna		✓	
French Drain	✓			Plumbing System	✓			Washer/Dryer Hookup	✓		
Gas Fixtures	✓			Pool		✓		Window Screens		✓	
Liquid Propane Gas:		✓		Pool Equipment		✓		Public Sewer System	✓		
-LP Community (Captive)			✓	Pool Maint. Accessories		✓					
-LP on Property		✓		Pool Heater		✓					

Item	Y	N	U	Additional Information
Central A/C	✓			☒ electric ☐ gas number of units: 5
Evaporative Coolers			✓	number of units:
Wall/Window AC Units		✓		number of units:
Attic Fan(s)		✓		if yes, describe:
Central Heat	✓			☒ electric ☐ gas number of units: 2
Other Heat		✓		if yes describe:
Oven	✓			number of ovens: 3 ☒ electric ☒ gas ☐ other:
Fireplace & Chimney	✓			☐ wood ☒ gas logs ☐ mock ☐ other:
Carport	✓			☒ attached ☐ not attached
Garage	✓			☐ attached ☒ not attached
Garage Door Openers	✓			number of units: 1 number of remotes: 2
Satellite Dish & Controls		✓		☐ owned ☐ leased from
Security System	✓			☒ owned ☐ leased from



Prepared with Sellers Shield

(TXR-1406) 07-10-23

Initiated By:

Buyer:

and Seller:

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Exhibit B Page 2

Concerning the Property at 420 Heights Boulevard, Houston, Texas 77007

Solar Panels		☒	☐ owned ☐ leased from
Water Heater	☒		☒ electric ☐ gas ☐ other: number of units: 4
Water Softener		☒	☐ owned ☐ leased from
Other Leased Item(s)		☒	if yes, describe:
Underground Lawn Sprinkler	☒		☒ automatic ☐ manual areas covered: all
Septic / On-Site Sewer Facility		☒	if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by: ☒ City ☐ Well ☐ MUD ☐ Co-op ☐ Unknown ☐ Other: _____Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: asphalt shingles Age: 17 years (approximate)Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐ Yes ☒ No ☐ UnknownAre you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary):

--

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		☒	Floors		☒	Sidewalks		☒
Ceilings		☒	Foundation / Slab(s)		☒	Walls / Fences		☒
Doors		☒	Interior Walls		☒	Windows		☒
Driveways		☒	Lighting Fixtures		☒	Other Structural Components		☒
Electrical Systems		☒	Plumbing Systems		☒			
Exterior Walls		☒	Roof		☒			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

--

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		☒	Radon Gas		☒
Asbestos Components		☒	Settling		☒
Diseased Trees: oak wilt		☒	Soil Movement		☒
Endangered Species/Habitat on Property		☒	Subsurface Structure or Pits		☒
Fault Lines		☒	Underground Storage Tanks		☒
Hazardous or Toxic Waste		☒	Unplatted Easements		☒
Improper Drainage		☒	Unrecorded Easements		☒
Intermittent or Weather Springs		☒	Urea-formaldehyde Insulation		☒
Landfill		☒	Water Damage Not Due to a Flood Event		☒
Lead-Based Paint or Lead-Based Pt. Hazards		☒	Wetlands on Property		☒



Exhibit B Page 3

Concerning the Property at 420 Heights Boulevard, Houston, Texas 77007

Encroachments onto the Property		✓	Wood Rot		✓
Improvements encroaching on others' property		✓	Active infestation of termites or other wood destroying insects (WDI)		✓
Located in Historic District		✓	Previous treatment for termites or WDI	✓	
Historic Property Designation		✓	Previous termite or WDI damage repaired		✓
Previous Foundation Repairs		✓	Previous Fires		✓
Previous Roof Repairs		✓	Termite or WDI damage needing repair		✓
Previous Other Structural Repairs		✓	Single Blockable Main Drain in Pool/Hot Tub/Spa*		✓
Previous Use of Premises for Manufacture of Methamphetamine		✓			

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

(Previous treatment for termites or WDI) Have annual termite inspection / warranty which is transferable.

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ☐ ☒ Present flood insurance coverage.
- ☐ ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☐ ☒ Previous flooding due to a natural flood event.
- ☐ ☒ Previous water penetration into a structure on the Property due to a natural flood.
- ☐ ☒ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- ☐ ☒ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☐ ☒ Located ☐ wholly ☐ partly in a floodway.
- ☐ ☒ Located ☐ wholly ☐ partly in a flood pool.
- ☐ ☒ Located ☐ wholly ☐ partly in a reservoir.

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



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Exhibit B Page 4

Concerning the Property at 420 Heights Boulevard, Houston, Texas 77007

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

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary):

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary):

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

☐ ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time

☐ ☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's Name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ Yes (\$ _____) ☐ No



Exhibit B Page 5

Concerning the Property at 420 Heights Boulevard, Houston, Texas 77007

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

- ☐ ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe
- ☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☐ ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☐ ☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☐ ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- ☐ ☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

☐ Homestead☐ Senior Citizen☐ Disabled

Prepared with Sellers Shield

(TXR-1406) 07-10-23

Initiated By: Buyer: _____

and Seller: _____

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Exhibit B Page 6

Concerning the Property at 420 Heights Boulevard, Houston, Texas 77007☐ Wildlife Management☐ Agricultural☐ Disabled Veteran☐ Other: _____☐ Unknown

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ☐ yes ☒ no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain:

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary):

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

J. Gary Trichter

Signature of Seller

2026-01-06

Date

DocuSigned by:

J. Gary Trichter

Signature of Seller

8/3/2026

Date

Printed Name: Gary TrichterPrinted Name: GARY TRICHTER**ADDITIONAL NOTICES TO BUYER:**

- (1) 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 zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements



Prepared with Seller's Shield

Exhibit B Page 7

Concerning the Property at 420 Heights Boulevard, Houston, Texas 77007

to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.

- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>Reliant / Centerpoint</u>	Phone #: _____
Sewer: <u>City of Houston</u>	Phone #: _____
Water: <u>City of Houston</u>	Phone #: _____
Cable: <u>n/a</u>	Phone #: _____
Trash: <u>City of Houston</u>	Phone #: _____
Natural Gas: <u>Centerpoint</u>	Phone #: _____
Phone Company: <u>Logix</u>	Phone #: _____
Propane: <u>n/a</u>	Phone #: _____
Internet: <u>AT&T</u>	Phone #: _____

This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____ Date _____

Printed Name: _____

Signature of Buyer _____ Date _____

Printed Name: _____



Prepared with Sellers Shield

(TXR-1406) 07-10-23

Initiated By: Buyer: _____

and Seller: _____

JGT Initial

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Initial

**TRANSWESTERN PROPERTY COMPANY SW GP, L.L.C.****SALE/LEASE AMERICANS WITH DISABILITIES ACT,
HAZARDOUS MATERIALS AND TAX DISCLOSURE**

The Americans with Disabilities Act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Various construction materials may contain items that have been or may in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCB's, and asbestos has been used in components such as fire-proofing, heating and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing, dry wall and plaster. Due to prior or current uses of the Property or in the area, the Property may have hazardous or undesirable metals (including lead based paint), minerals, chemicals, hydrocarbons, or biological or radioactive items (including electric and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Seller/Lessor and Buyer/Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may wish to include in transaction documents re-garding the Property.

Sale, lease and other transactions can have local, state and federal tax consequences for the seller/lessor and or buyer/tenant. In the event of a sale, Internal Revenue Code Section 1445 requires that all buyers of an interest in any real property located in the United States must withhold and pay over to the Internal Revenue Service (IRS) an amount equal to ten percent (10%) of the gross sales price within ten (10) days of the date of the sale unless the buyer can adequately establish that the seller was not a foreigner, generally by having the seller sign a Non-Foreign Seller Certificate. Note that depending upon the structure of the transaction, the tax withholding liability could exceed the net cash proceeds to be paid to the seller at closing. Consult your tax and legal advisor. Real estate brokers are not qualified to give legal or tax advice or to determine whether any other person is properly qualified to provide legal or tax advice.

SELLER

By: _____

Title: _____

Co. Name: J. Gary Trichter

Date: 8/3/2026

DocuSigned by:

A handwritten signature in black ink that reads 'J. Gary Trichter'.

OF0302AC311440E...

manager

PURCHASER

By: _____

Title: _____

Co. Name: _____

Date: _____



Information About Brokerage Services

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

2-10-2025



TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. An owner's agent fees are not set by law and are fully negotiable.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. A buyer/tenant's agent fees are not set by law and are fully negotiable.

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

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

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

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

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

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

Transwestern Property Company

SW, GP, LLC d/b/a Transwestern Licensed Broker /Broker Firm Name or Primary Assumed Business Name	466196 License No.	steve.ash@transwestern.com Email	713-270-7700 Phone
Stephen C. Ash Designated Broker of Firm	392519 License No.	steve.ash@transwestern.com Email	713-270-7700 Phone
Carlos P. Bujosa Licensed Supervisor of Sales Agent/ Associate	279938 License No.	carlos.bujosa@transwestern.com Email	713-272-1289 Phone
A. David Schwarz III, SIOR Sales Agent/Associate's Name	156673 License No.	Initial David Schwarz david.schwarz@transwestern.com Email 8/4/2026 Date	713-270-3371 Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

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