

CAUSE NO. D-1-GN-24-001018

SAJID MAQSOOD, TRUSTEE OF THE SAJID	§	IN THE DISTRICT COURT
& JOAN M. MAQSOOD REVOCABLE TRUST,	§	
ET AL.,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
PRIDE OF AUSTIN HIGH YIELD FUND I, LLC,	§	
ET AL.,	§	
	§	
Defendants.	§	201ST JUDICIAL DISTRICT

RECEIVER’S MOTION TO SELL PROPERTY LOCATED AT 1610 HETHER STREET

Gregory S. Milligan, in his capacity as the Court-appointed receiver (“**Receiver**”) for Defendant Pride of Austin High Yield Fund 1, LLC (“**POA**” or the “**Fund**”), files this *Motion to Sell Property Located at 1610 Hether Street* (the “**Motion**”) and would respectfully show the Court as follows:

INTRODUCTION

A. APPOINTMENT OF RECEIVER

1. POA is a Texas limited liability. POA has over 200 members, each of whom have subscribed to purchase membership interests in POA. POA raised investor capital for the purpose of making and arranging residential, commercial, and construction loans to the general public, acquiring existing loans, and selling loans, all of which are to be secured by deeds of trust and mortgages on real estate or personal property. Beginning in 2023, POA was hit with an onslaught of investor lawsuits after POA ceased distributions to investors. On February 9, 2024, the plaintiffs in the above-captioned lawsuit filed their original petition and application for the appointment of a receiver over POA. On April 30, 2024, the Court entered the *Agreed Order Appointing Receiver*

(the “**Receiver Order**”) and appointed Gregory S. Milligan as the Receiver. The Receivership Order was effective that day when the Receiver deposited the required bond and filed his oath.

2. The Receivership Order grants the Receiver the right and duty to manage all assets of POA (the “**Receivership Assets**” or “**Receivership Estate**”).

B. PROPERTY TO BE SOLD

3. At the time the receivership was commenced, the property located at 1610 Hether Street, Austin, Texas 78704 (the “**Hether Property**”) was owned by CCG Development, LLC (“**CCGD**”), and served as Robert Buchanan’s (“**Buchanan**”) primary residence. At the time of the Receiver’s appointment, the Fund had a lien on the Hether Property and the Receiver posted the Hether Property for a July foreclosure sale.

4. CCGD allowed outstanding property taxes to become due to Travis County for tax years 2022 and 2023 in the claimed amount of approximately \$123,048.01, with additional penalties, interests and other costs continuing to accrue until paid (the “**County Taxes**”). Travis County has a lien on account of the County Taxes which was senior to the Fund’s lien on the Hether Property. Additionally, the Internal Revenue Service (the “**IRS**”) filed a Notice of Federal Tax Lien on the Hether Property on June 13, 2024, claiming back taxes of \$452,008.71 were owed to it by CCGD (the “**IRS Lien**”).

5. In advance of the scheduled July foreclosure sale, the Receiver requested that Buchanan voluntarily turn over the Hether Property by executing a deed in lieu of foreclosure to ensure that the Receiver obtained title to the Hether Property such that he can sell it through an organized marketing process and maximize the returns for the Receivership Estate. Ultimately, Mr. Buchanan executed a deed in lieu of foreclosure (which importantly, did not extinguish the Fund’s lien) such that the Receivership Estate is now the owner of the Hether Property.

6. On September 3, 2024, the Receiver foreclosed its lien on the Hether Property which it expressly retained when the property was conveyed by CCGD to the Receiver. The purpose of the foreclosure was to extinguish junior liens on the Hether Property, including the IRS Lien. The Receiver provided the IRS with the requisite notice under Section 7425(c)(1) of the Internal Revenue Code of the foreclosure sale. The foreclosure extinguished the IRS Lien, which will result in at least an additional \$452,008.71 being available to the Fund's stakeholders.

7. The Hether Property was placed on the market on October 18, 2024, and was offered for sale for \$1,695,000. The Receiver received multiple offers and has accepted an offer on the Hether Property in the amount of \$1,720,000¹, which he now seeks to have approved by this Court.

ARGUMENT & AUTHORITIES

A. THE PROPOSED TRANSACTION

8. Subject to the Court's approval, the Receiver entered into the *One to Four Family Residential Contract* on October 24, 2024 and addendum thereto by and between the Receiver, as Seller, and By Bjorn, LLC, as Buyer (collectively, the "***Hether Property Contract***"). The Hether Property Contract is attached as **Exhibit A**.² A summary of certain salient details of the Hether Property Contract are as follows:

- Purchase Price: \$1,720,000.00
- Property to be Sold: 1610 Hether Street, Austin, Texas 78704.

See **Exhibit A**.

¹ The Receiver has agreed to pay \$10,000.00 of the buyer's transaction costs to settle and resolve issues presented in the buyer's property inspection report. The Amendment dated November 1, 2024 to document this agreement is attached as **Exhibit B**.

² Capitalized terms not defined herein have the meanings given to them in the Hether Property Contract.

9. The Receiver believes that the Hether Property represents a valuable asset of the Receivership Estate. The Receiver further believes that the sale of the Hether Property, after multiple offers and at an amount above the asking price, is the best method to bring cash to the Receivership Estate and to, therefore, POA's stakeholders. As a result, the Receiver believes that the sale of the Hether Property is in the best interest of the Receivership Estate and all related constituent groups.

B. LEGAL STANDARD

10. A receiver's authority is controlled by the appointing order and is flexible enough to encompass any action that helps the receiver's purpose of rehabilitating or liquidating a business. *See* Tex. Bus. Orgs. Code §§ 11.402–11.406 (a receiver may be appointed to rehabilitate or liquidate an entity and the receiver “has the powers and duties that are stated in the order appointing the receiver or that the appointing court: (A) considers appropriate to accomplish the objectives for which the receiver was appointed; and (B) may increase or diminish at any time during the proceedings”).

11. The Receivership Order in this matter provides that the Receiver is authorized:

Without further order of the Court . . . to liquidate, abandon, or otherwise dispose of Receivership Assets, including real estate, in the ordinary course of business. Without further order of the Court, the Receiver may liquidate, abandon, or otherwise dispose of Receivership Assets, including real estate, with a fair market value of \$25,000 or less, outside the ordinary course of business; [and]

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. .
.

To take such other action as may be approved by the Court.

Receivership Order, ¶¶ 8.i., 34.

12. Confirmation of a receiver's proposed sale or use of receivership property is subject to the trial court's discretion and depends on the facts and circumstances of the case. *Salaymeh v.*

Plaza Centro, LLC, 258 S.W.3d 236, 240 (Tex. App.—Houston [1st Dist.] 2008, no pet.) (“The sale of property in receivership is generally not effective until the sale is reported by the receiver and confirmed by the court, after notice to the parties. . . . Confirmation of a receiver’s sale is a matter for the trial court’s discretion depending on the particular facts of each case, and we will reverse this decision only upon a showing that the trial court abused its discretion.”); *Gibson v. Smith*, 511 S.W.2d 327, 329 (Tex. Civ. App. – Tyler 1974, no writ.).

13. A proposed transaction should be approved if, after taking into account all circumstances and equities, the proposed transaction helps the receiver fulfill the goals of appointment. *Id.* A transaction will not be set aside unless there is fraud or other material irregularities in the process or unless the price is “so great as to shock the conscience of the court.” *Id.* (“We will not set aside a receiver’s sale for inadequacy of the price alone, in the absence of facts and circumstances showing fraud or material irregularities. However, under the principles of equity, an abuse of discretion may be found, and the trial court’s confirmation of the sale set aside, where there is a showing that the inadequacy of price received for the property is ‘so great as to shock the conscience of the court.’”); *see also Garcia v. Garcia*, No. 04-09-00054-CV, 2009 Tex. App. LEXIS 8711, at *6 (Tex. App.—San Antonio Nov. 11, 2009, no pet.) (“Confirmation of a receiver’s sale is a matter for the trial court’s discretion depending on the particular facts of each case, and we will reverse this decision only upon a showing that the trial court has abused its discretion.”); *Scheel v. Alfaro*, 406 S.W.3d 216, 222-23 (Tex. App.—San Antonio 2013, pet. denied) (“A receiver’s sale should not be set aside based on the sales price being inadequate unless there is a showing of fraud or material irregularities, or a showing that the inadequacy of the price received is so great as to shock the conscience of the court.”).

14. A court is within its discretion to approve a proposed transaction if the sale price is fair and reasonable. *Id.* A transaction will not be set aside based on “inadequacy of the price alone, in the absence of facts and circumstances showing fraud or material irregularities,” or unless the inadequacy of price received for the property is “so great as to shock the conscience of the court.” *Id.* (quoting *Gardner v. Union Bank & Trust Co. of Ft. Worth*, 176 S.W.2d 789, 793 (Tex. Civ. App.—Fort Worth 1943, no writ)) (internal quotations omitted); see *Scheel v. Alfaro*, 406 S.W.3d 216, 222–23 (Tex. App.—San Antonio 2013, pet. denied).

C. THE SALE OF THE HETHER PROPERTY IS IN THE BEST INTEREST OF THE RECEIVERSHIP ESTATE.

15. The Receiver believes that the sale of the Hether Property is in the best interest of the Receivership Estate and is consistent with his obligations under the Receivership Order. The Hether Property represents an asset of the Receivership Estate, and the Receiver believes that the net proceeds of the Hether Property would be sufficient to pay all reasonable, necessary and customary closing costs, as well as the County Taxes, with a significant surplus coming back to the Receivership Estate, which will ultimately be used to pay POA’s stakeholders

16. The Receiver has used a broker to find potential purchasers of the Hether Property and believes that the Hether Property Contract represents the best offer to purchase the Hether Property. The Receiver, thus, seeks authority from the Court to sell the Hether Property under the terms proposed in the Hether Property Contract. See **Exhibits A and B.**

D. THE SALE SHOULD BE FREE AND CLEAR OF ANY JUDGMENT LIENS

17. Prior to commencement of the receivership, certain members of POA obtained judgments on account of their equity interests in POA. After obtaining the judgments, these members filed abstracts of judgment in certain Texas counties in which POA owned real property

(the “*Abstracts of Judgment*”). The holders of the Abstracts of Judgment are referred to herein as the “*Abstract Parties*”. One such county was Travis County where the Hether Property is located.

18. In order to transact on the Hether Property, the Receiver needs to be able to sell the Hether Property free and clear of the judgment liens held by the Abstract Parties. Accordingly, the Receiver requests that the Court approve a sale of the Hether Property free and clear of the judgment liens created by the Abstracts of Judgment.

19. “Rules of equity govern all matters relating to the appointment, powers, duties, and liabilities of a receiver, and to the powers of a court regarding receivers, to the extent that they are not inconsistent with applicable statutory provisions or with the general laws of the state.” Tex. Civ. Prac. & Rem. Code § 64.004. *see also e.g., Laughlin v. Aectra Tradings & Transp., Inc.*, 199 Tex. App. Lexis at *7 (Tex. App. Houston [14th Dist] 1999) (“Generally, the rules of equity govern matters regarding receivers and the powers of the court in relation thereto.”). “‘Equity’ has been defined as the spirit and habit of fairness, justness, and right dealing that should regulate the affairs of individuals.” *Sprint Nextel Corp. v. U.S. Bank Nat’l Ass’n (In re Terrestar Networks, Inc.)*, 457 B.R. 254, 271 (Bankr. S.D.N.Y. 2011).

20. Receivership courts in Texas have routinely approved sales free and clear of liens with such liens attaching to the proceeds of sales. *See e.g., Remmert v. Steven M. Gray*, 2018 Tex. Dist. Lexis 35929 (Harris Cty. Dist. Ct., October 16, 2018); *City Nat’l Bank v. Wpva*, 2013 Tex. Dist. Lexis 19458 (Harris Cty. Dist. Ct., January 14, 2013); *Kobi Int’l v. Valves*, 2018 Tex. Dist. Lexis 49279 (Harris Cty. Dist. Ct., June 8, 2018). Federal receivership courts in Texas also routinely approve sales free and clear of liens. *See e.g., Bank of New York Mellon Trust Co., N.A., v. Canton II, Inc.*, 2022 U.S. Dist. Lexis 237548 (W.D. Tex., December 7, 2022) (“the Sale Assets shall be sold, assigned and transferred to the Buyer free and clear of any and all Claims and

Interests, with only the Claims and Interest of the Trustee to transfer and attach to the cash proceeds of the Sale”); *Regions Bank v. Crawford Health Facilities Dev. Corp.*, 2023 U.S. Dist. Lexis 216220 (W.D. Tex., December 5, 2023) (“The Receiver has the power and authority to sell substantially all assets of the Receivership Estate free and clear of all Liens (as defined below), with such Liens attaching to the proceeds of such sale with the same validity, priority and enforceability as they had with respect to the Receivership Estate.”).

21. In order to adequately protect the Abstract Parties, the Receiver proposes that all net proceeds from the sale of the Hether Property (*i.e.*, after the payment of County Taxes, commissions, and other closing costs) be released to the Receiver, and that the Abstract Parties liens attach to such proceeds. That is, the Abstract Parties are to be provided with replacement liens on the net proceeds of the sale, and the Receiver will be prohibited from spending or otherwise distributing those proceeds without further order of this Court.

22. This arrangement leaves the Abstract Parties in no worse position than they sit today because their lien on the Hether Property is replaced with a lien on the net proceeds of its sale. In fact, given that the Abstract Parties will receive a replacement lien on the cash (subject to the reservation of rights discussed herein), the Abstract Parties will be in a *better position* than they are today because their lien will be fixed on cash as opposed to the Hether Property, which continues to accrue material penalties related to the past-due County Taxes, as well as other holding costs. Furthermore, the Receiver acknowledges that any rights of the Receiver to attack the Abstract Parties liens on the net proceeds from the sale of the Hether Property are expressly preserved, and all defenses of the Abstract Parties to any such attack by the Receiver are expressly preserved.

23. The Receiver submits this is the most equitable outcome, and will allow the Receiver to monetize the Hether Property, which is in the best interest of the Receivership Estate, while preserving the Abstract Parties' position as well as preserving the Receiver's rights to challenge those liens at a later date, and the Abstract Parties' defenses to any such challenges. If the Receiver is unable to sell the Hether Property free and clear of the Abstracts of Judgment, he will not be able to monetize the Hether Property and investors and other stakeholders of the Fund will be damaged as a result.

24. The Receiver has recently negotiated an order that was acceptable to the Abstract Parties with respect to the sale of another property in Canton, Texas, and is hopeful that he will, again, be able to negotiate a mutually agreeable order. The Receiver will attempt to reach a resolution on the form of order with the Abstract Parties in advance of a hearing on this Motion.

D. Notice of Request for Relief

25. In order to ensure that all interest holders receive notice of the relief requested in this Motion, the Receiver will serve a copy of the Motion on: (a) all parties that have filed a notice of appearance in this case and (b) all known POA investors by regular U.S. mail or by email if the Receiver is in possession of the investor's email address. The Receiver will also post copies of the Motion and a notice of hearing on the Receiver's website.³

PRAYER

WHEREFORE, the Receiver requests that upon final consideration of this Motion, the Court enter an order consistent with the foregoing requested relief and for such other and further relief, general or special, at law or in equity, to which the Receiver may show himself justly entitled.

³ <https://www.prideofaustinreceivership.com>

Dated: November 8, 2024

Respectfully submitted,

HOLLAND & KNIGHT LLP

By: /s/ Trip Nix

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ATTORNEYS FOR GREGORY S.
MILLIGAN, RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that, on November 8, 2024, a true and correct copy of the foregoing Motion was served electronically upon all counsel of record via eFileTexas. The Motion will, as soon as practicable, be served on all known POA investors via the methods set forth above.

/s/ Trip Nix

Trip Nix

EXHIBIT A

NOTICE: Not For Use For Condominium Transactions

11-07-2022



1. **PARTIES:** The parties to this contract are Gregory S. Milligan, Receiver for Pride of Austin High Yield Fund I, LLC (Seller) and By Bjorn, LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the Property (Property).
- A. LAND: Lot 12-13 Block A, Oak Hill Add Addition, City of Austin, County of Travis, Texas, known as 1610 Hether Street 78704 (address/zip code), or as described on attached exhibit.
- B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.
- C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.
- D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: n/a
- E. 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 \$ 1,000,000.00
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 \$ 720,000.00
- C. Sales Price (Sum of A and B) \$ 1,720,000.00
4. **LEASES:** 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. (Check all applicable boxes)
- ☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
- ☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- ☐ C. 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.
- ☐ (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.

Initialed for identification by Buyer ^{Initial} MS and Seller

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By Bjorn,

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 (Address of Property)

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Anna Lowery (Escrow Agent) at 2500 Bee Caves Rd Bldg. 1, Ste 100, Austin, Tx 78746 (address): \$ 17,200.00 as earnest money and \$500.00 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 \$ n/a to Escrow Agent within n/a 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 7 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 Heritage 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.

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(Address of Property)

- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☒ (1) Within 3 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (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 the 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, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory 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(s) 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.

TXR-1601

Initialed for identification by Buyer MS and Seller GM
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TREC NO. 20-17
By Bjorn,

(Address of Property)

- (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, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)
 - ☐ (1) Buyer has received the Notice.
 - ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
 - ☒ (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- E. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
- G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. **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 \$ 779.00. 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: _____
- 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 November 26, 2024, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, 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 the 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.

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10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ 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.) Seller will be responsible for having the home professionally cleaned after vacating and prior to the closing date. See attached special provisions addendum.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; 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 \$ n/a 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:** 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 shall pay taxes for the current year.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money

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will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, 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. 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.

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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: _____	To Seller at: _____
_____	Gregory S. Milligan
Phone: _____	Phone: 512-626-1818
E-mail/Fax: <u>me@nickbjorn.com</u>	E-mail/Fax: <u>gmilligan@harneypartners.com</u>
E-mail/Fax: _____	E-mail/Fax: _____
With a copy to Buyer's agent at:	With a copy to Seller's agent at:
<u>Chloe@ChloeChiang.com</u>	<u>abby@bramlettresidential.com</u>

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 checked="" type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum Regarding Residential Leases |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum Regarding Fixture Leases |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment |
| <input type="checkbox"/> Addendum for Coastal Area Property | <input checked="" type="checkbox"/> Other (list): <u>Disc. of relati. w RSC, non realty items add., add. regarding brokers fees</u> |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing | |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | |
| <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum | |

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: <u>not selected at this time</u>	Seller's Attorney is: <u>Trip Nix</u>
_____	_____
Phone: _____	Phone: 512-685-6476
Fax: _____	Fax: _____
E-mail: _____	E-mail: <u>trip.nix@hklaw.com</u>

TXR-1601

Initialed for identification by Buyer MS and Seller GM

TREC NO. 20-17

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EXECUTED the 25th _____ October _____, 2024
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Signed by: _____ 10/24/2024
Nicholas Stultman
Buyer **By Bjorn, LLC**

Authentic: E1A6261E-1132-E29A0C7D-8B88-4097-AF0C-758AFA029031
Gregory S. Milligan, Receiver
Seller **Gregory S. Milligan, Receiver for Pride of Austin**

Buyer

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. 20-17. This form replaces TREC NO. 20-16.

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

eXp Realty **603392** **Bramlett Residential** **6290**
Other Broker Firm License No. Listing Broker Firm License No.

represents ☒ Buyer only as Buyer's agent represents ☐ Seller and Buyer as an intermediary
☐ Seller as Listing Broker's subagent ☒ Seller only as Seller's agent

Chloe Chiang **596981** **Abigail Martin** **742236**
Associate's Name License No. Listing Associate's Name License No.

Team Name Team Name

Chloe@ChloeChiang.com **(512)686-5658** **abby@bramlettresidential.com** **(832)586-6311**
Associate's Email Address Phone Listing Associate's Email Address Phone

Karen E. Richards **508111** **6290**
Licensed Supervisor of Associate License No. Licensed Supervisor of Listing Associate License No.

9600 Great Hills Trail Suite #150W **5025 Burnet Rd #201** **(512)850-5717**
Other Broker's Address Phone Listing Broker's Office Address Phone

Austin **Tx** **78759** **Austin** **TX**
City State Zip 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 (**see TXR 2406**). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

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OPTION FEE RECEIPT

Receipt of \$_____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Anna Lowery _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$_____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

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 _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

SPECIAL PROVISIONS ADDENDUM



BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT THIS CONTRACT IS CONTINGENT UPON THE DISTRICT COURT OF TRAVIS COUNTY, TEXAS (THE "COURT") APPROVING THE PURCHASE PRICE AND TERMS OF THIS CONTRACT IN ACCORDANCE WITH THE AMENDED AGREED ORDER APPOINTING RECEIVER ENTERED IN CAUSE NO. D-1-GN-24-001018, WHICH IS ATTACHED HERETO AND BUYER HAS HAD THE OPPORTUNITY TO REVIEW PRIOR TO EXECUTION OF THIS CONTRACT.

UPON THE REMOVAL OF ALL CONTINGENCIES BY THE BUYER, SELLER SHALL FILE A MOTION WITH THE COURT AS SOON AS PRACTICABLE TO APPROVE THE SALE AND TERMS OF THE SALES CONTRACT. SELLER AGREES TO DILIGENTLY PURSUE APPROVAL OF THE SALE FROM THE COURT, INCLUDING BUT NOT LIMITED TO, FILING ANY REQUIRED SUPPLEMENTAL NOTICES AND/OR MOTIONS IN CONNECTION WITH SAID MOTION.

SELLER IS THE COURT-APPOINTED RECEIVER FOR THE SELLER AND HAS NO PERSONAL KNOWLEDGE RELATED TO THE PROPERTY PRIOR TO JULY 1, 2024. BUYER UNDERSTANDS THIS CIRCUMSTANCE AND ACCEPTS THE PROPERTY IN ITS CURRENT "AS IS" CONDITION, SUBJECT TO THE FEASIBILITY PERIOD PROVIDED HEREIN.

BUYER AND SELLER AGREE THAT ANY DISPUTES, CLAIMS, AND CONTROVERSIES BETWEEN THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT SHALL BE RESOLVED BY THE DISTRICT COURT OF TRAVIS COUNTY, TEXAS IN THE CASE STYLE *SAJID MAQSOOD, TRUSTEE OF THE SAJID MAQSOOD & JOAN M. MAQSOOD REVOCABLE TRUST, ET AL VS. PRIDE OF AUSTIN HIGH YIELD FUND I, LLC, CCG CAPITAL GROUP, LLC, AND ROBERT J. BUCHANAN* CAUSE NO. D-1-GN-24-001018, WHICH SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES, CLAIMS, AND CONTROVERSIES.

TO THE EXTENT ANY TERMS IN THIS SPECIAL PROVISIONS ADDENDUM CONFLICT WITH ANY OTHER TERMS CONTAINED IN THE CONTRACT, THE TERMS OF THIS SPECIAL PROVISIONS ADDENDUM SHALL CONTROL.

Initial Authentication
 

11-07-2022



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

1610 Hether Street

Austin

(Street Address and City)

1. **TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):
- ☐ A. **CONVENTIONAL FINANCING:**
- ☐ (1) A first mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.
- ☐ (2) A second mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.
- ☐ B. **TEXAS VETERANS LOAN:** A loan(s) from the Texas Veterans Land Board of \$ _____ for a period in the total amount of _____ years at the interest rate established by the Texas Veterans Land Board.
- ☐ C. **FHA INSURED FINANCING:** A Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.
- ☐ D. **VA GUARANTEED FINANCING:** A VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.
- ☐ E. **USDA GUARANTEED FINANCING:** A USDA-guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.
- ☐ F. **REVERSE MORTGAGE FINANCING:** A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ _____ (excluding any financed PMI premium or other costs), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan. The reverse mortgage loan ☐ will ☐ will not be an FHA insured loan.
- ☒ G. **OTHER FINANCING:** A loan not of a type described above from Life Changing Lending (name of lender) in the principal amount of \$720,000.00 due in 30 year(s), with interest not to exceed 7.250% per annum for the first 30 year(s) of the loan with Origination Charges not to exceed 2.000% of the loan. Buyer ☐ does ☒ does not waive all rights to terminate the contract under Paragraph 2B of this addendum for the loan described in this paragraph.
2. **APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

TXR-1901

Initialed for identification by Buyer MS

and Seller

TREC NO. 40-10

Third Party Financing Addendum Concerning

1610 Hether Street, Austin, TX 78704

(Address of Property)

11-07-12022

Page 2 of 2

A. BUYER APPROVAL (Check one box only):

☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 10 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

☐ This contract is not subject to Buyer obtaining Buyer Approval.

B. PROPERTY APPROVAL: If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer, not later than 3 days before the Closing Date, may terminate this contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.

3. SECURITY: If required by Buyer's lender, each note for the financing described above must be secured by vendor's and deed of trust liens.

4. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ n/a or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirements in 2.B. does not apply to this Paragraph 4.

A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

5. AUTHORIZATION TO RELEASE INFORMATION:

A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

B. Seller and Buyer authorize Buyer's lender, title company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Broker Information.

Signed by: Nicholas Stettin 10/24/2024
Buyer By Bjorn, LLC

Gregory S. Milligan, Receiver
Seller Gregory S. Milligan, Receiver for Pride of Austin High Yield

Buyer

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate 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. 40-10. This form replaces TREC No. 40-9.



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

10-10-11

NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

1610 Hether Street, Austin, TX 78704

(Address of Property)

- A. For an additional sum of \$ zero and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

Refrigerator in kitchen at time of showing. Solo stove and green egg grill outside as pictured in MLS photos.

- B. Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.
- C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

Signed by: Nicholas Slattery 10/24/2024
Buyer
By Bjorn, LLC

Authenticated
Gregory S. Milligan, Receiver
Seller
Gregory S. Milligan, Receiver for Pride of Austin High Yield Fund I, LLC

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TXR-1924) 10-10-11

TREC NO. OP-M



**ADDENDUM REGARDING BROKERS' FEES
TO CONTRACT CONCERNING THE PROPERTY AT:**

1610 Hether Street, Austin, TX 78704

(Address of Property)

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2024

Note: This addendum should not be used with the Farm and Ranch Contract (TREC 25-15; TXR 1701).

- A. ADDENDUM CONTROLS:** If any part of this addendum conflicts with a provision in the contract, this addendum will control.
- B. FEES:** Cash fees as specified in this addendum will be paid in Travis County, Texas.
- C. LISTING BROKER'S FEES:** Seller shall pay Listing Broker the fees specified in a separate written representation agreement between Seller and Listing Broker.
- D. OTHER BROKER'S FEES:** Other Broker's fees will be paid as specified below, and Buyer shall pay any remaining amount due to Other Broker specified in a separate written representation agreement between Other Broker and Buyer. **(Check all that apply)**
- ☐ (1) Listing Broker shall pay \$ _____ or _____ % of sales price as contained in a separate written compensation agreement between Listing Broker and Other Broker (such as TXR 2402). **(Specified amount is for informational purposes only and does not change compensation specified in separate written compensation agreements.)**
- ☒ (2) Seller shall pay: **(Check one box only)**
- ☐ (a) \$ _____ or _____ % of sales price as contained in a separate written compensation agreement between Seller and Other Broker (such as TXR 2401). **(Specified amount is for informational purposes only and does not change compensation specified in separate written compensation agreements.)**
- ☒ (b) \$ n/a or 3.000 % of sales price towards Other Broker's fees. **(Use this option only if there is no separate written compensation agreement between Seller and Other Broker. This option creates a new obligation for Seller.)**
- E. INTERMEDIARY BROKER'S FEES:** In addition to any fees Seller has agreed to pay Listing Broker in a separate written representation agreement, Seller shall also pay Listing Broker \$ n/a or n/a % of sales price. Amounts specified in this Paragraph E shall be applied towards any fees Buyer has agreed to pay Listing Broker in a separate written representation agreement. Buyer shall pay any remaining amount due to Listing Broker specified in a separate written representation agreement. **(Use this option only if Listing Broker represents Seller and Buyer as intermediary. This option creates a new obligation for Seller.)**
- F. AUTHORIZATION:** Seller and Buyer authorize Escrow Agent to pay Listing and Other Broker at closing in accordance with this addendum or other separate written agreements.

BROKER FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE. This addendum confirms or creates an obligation for the payment of broker fees. CONSULT AN ATTORNEY BEFORE SIGNING. TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

By Bjorn, LLC

Buyer's Printed Name

Signed by:

Nicholas Slittingen
Buyer's Signature

10/24/2024

Date

Buyer's Printed Name

Buyer's Signature

Date

(TXR-2406) 08-23-2024

Gregory S. Milligan, Receiver for Pride of Austin High Yield Fund I, LLC

Seller's Printed Name

Gregory S. Milligan, Receiver
Seller's Signature

10/25/24

Date

Seller's Printed Name

Seller's Signature

Date

Page 1 of 1



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Department of Licensing and Regulation. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. **YOU MAY CHOOSE ANY COMPANY.**

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

- | | |
|---|---|
| <input type="checkbox"/> Other Broker/Sales Agent will receive no compensation from a residential service company. | <input type="checkbox"/> Listing Broker/Sales Agent will receive no compensation from a residential service company. |
| <input checked="" type="checkbox"/> Other Broker/Sales Agent receives compensation from the following residential service company:
APHW-America's Preferred Home Warranty | <input type="checkbox"/> Listing Broker/Sales Agent receives compensation from the following residential service company: |

for providing the following services:

Marketing Services

for providing the following services:

The compensation is not contingent upon a party to the real estate transaction purchasing a contract or services from the residential service company.

The compensation is the fee for the services that Listing Broker or Other Broker, either directly or through an agent, provides to the company. As required by the Real Estate Settlement Procedures Act and HUD Regulation X, any fees paid to a settlement services provider are limited to the reasonable value of services actually rendered.

eXp Realty

Other Broker's Name **603392** License No.

By:
Chloe Chiang

The undersigned acknowledges receipt of this notice:

Buyer

Buyer

Bramlett Residential 6290

Listing Broker's Name License No.

By: _____

Gregory S. Milligan, Receiver

Seller

Seller



This form has been approved by the Texas Real Estate Commission (TREC) for use by license holders to disclose payments received from a residential service company. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) RSC-3.

(TXR-2513)

RSC-3

Chloe Chiang

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Phone: 512 599 1979

Fax: .

B-Buyer

EXHIBIT B



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

1610 Hether Street**Austin**

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of financing described in the contract..... \$ _____
- C. Sales Price (Sum of A and B)..... \$ _____
- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments: (Notice: Paragraph 7 of the contract governs the completion, delivery of documentation, and transfer of warranties of repairs and treatments.) _____
- _____
- _____
- ☐ (3) The date in Paragraph 9 of the contract is changed to _____, _____.
- ☒ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ **10,000.00**.
- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, _____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____, _____.
- ☐ (9) **Other Modifications:** (Real estate brokers and sales agents are prohibited from practicing law.) _____
- _____
- _____

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

EXECUTED the _____ day of _____, 11/1/2024, _____. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Signed by: _____ 11/1/2024
Buyer **By Bjorn, LLC**

DocuSigned by:
Gregory S. Milligan
#DB211861D99185
Seller **Gregory S. Milligan, Receiver for Pride of Austin High**

Buyer

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate 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. 39-9. This form replaces TREC No. 39-8.

TXR-1903

TREC NO. 39-9

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Tammy Greenblum on behalf of William Nix

Bar No. 24092902

tammy.greenblum@hklaw.com

Envelope ID: 94075235

Filing Code Description: Motion (No Fee)

Filing Description: RECEIVER'S MOTION TO SELL PROPERTY
LOCATED AT 1610 HETHER STREET

Status as of 11/8/2024 9:36 AM CST

Associated Case Party: PRIDE OF AUSTIN HIGH YIELD FUND I, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Jameson Watts		jameson.watts@huschblackwell.com	11/8/2024 7:56:14 AM	SENT

Associated Case Party: ROBERT BUCHANAN

Name	BarNumber	Email	TimestampSubmitted	Status
Jennifer Freel		jfreel@jw.com	11/8/2024 7:56:14 AM	SENT
Beau Butler		bbutler@jw.com	11/8/2024 7:56:14 AM	SENT

Associated Case Party: GREGORYSMILLIGAN

Name	BarNumber	Email	TimestampSubmitted	Status
William RileyNix, III		trip.nix@hklaw.com	11/8/2024 7:56:14 AM	SENT
Nick Miller		nick.miller@hklaw.com	11/8/2024 7:56:14 AM	SENT
Hannah Maloney		hannah.maloney@hklaw.com	11/8/2024 7:56:14 AM	SENT
GREGORY SMILLIGAN		gmilligan@harneypartners.com	11/8/2024 7:56:14 AM	SENT
Ann MarieJezisek		AnnMarie.Jezisek@hklaw.com	11/8/2024 7:56:14 AM	SENT
Erik White		ewhite@harneypartners.com	11/8/2024 7:56:14 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Brian O'Toole		botoole@griffithdavis.com	11/8/2024 7:56:14 AM	SENT
Jameson Watts	24079552	jameson.watts@huschblackwell.com	11/8/2024 7:56:14 AM	SENT

Automated Certificate of eService

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Tammy Greenblum on behalf of William Nix

Bar No. 24092902

tammy.greenblum@hklaw.com

Envelope ID: 94075235

Filing Code Description: Motion (No Fee)

Filing Description: RECEIVER'S MOTION TO SELL PROPERTY
LOCATED AT 1610 HETHER STREET

Status as of 11/8/2024 9:36 AM CST

Case Contacts

Jameson Watts	24079552	jameson.watts@huschblackwell.com	11/8/2024 7:56:14 AM	SENT
Tanya Robinson		trobinson@abdmlaw.com	11/8/2024 7:56:14 AM	SENT
Alex Hackworth		ahackworth@abdmlaw.com	11/8/2024 7:56:14 AM	SENT
Bryan Forman		bryan@formanlawfirm.com	11/8/2024 7:56:14 AM	SENT
David Dunham		david@dunhamllp.com	11/8/2024 7:56:14 AM	SENT
Stephanie Copeland		stephanie@formanlawfirm.com	11/8/2024 7:56:14 AM	SENT
Sarah Wade		sarah@ssjmlaw.com	11/8/2024 7:56:14 AM	SENT
Isabelle Antongiorgi		Isabelle@dunhamllp.com	11/8/2024 7:56:14 AM	SENT
Ashley Johnson		ajohnson@griffithdavison.com	11/8/2024 7:56:14 AM	SENT
James Hicks		jhicks@griffithdavison.com	11/8/2024 7:56:14 AM	SENT
Anthony Ciccone		servicecivil@bclawtx.com	11/8/2024 7:56:14 AM	SENT
Sage Billiot		sage@dunhamllp.com	11/8/2024 7:56:14 AM	SENT
Jacob Scheick		admin@pilothouse litigation.com	11/8/2024 7:56:14 AM	SENT

Associated Case Party: MaryEllenCanty

Name	BarNumber	Email	TimestampSubmitted	Status
David Buono		david@ssjmlaw.com	11/8/2024 7:56:14 AM	SENT
Evan Johnston		evan@ssjmlaw.com	11/8/2024 7:56:14 AM	SENT

Associated Case Party: Jonathon Levy

Name	BarNumber	Email	TimestampSubmitted	Status
James Frost	24063687	rfrost@russellfrostlaw.com	11/8/2024 7:56:14 AM	SENT

Automated Certificate of eService

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Tammy Greenblum on behalf of William Nix

Bar No. 24092902

tammy.greenblum@hklaw.com

Envelope ID: 94075235

Filing Code Description: Motion (No Fee)

Filing Description: RECEIVER'S MOTION TO SELL PROPERTY
LOCATED AT 1610 HETHER STREET

Status as of 11/8/2024 9:36 AM CST

Associated Case Party: JUDY ARIZPE

Name	BarNumber	Email	TimestampSubmitted	Status
John Ferguson		john@fergusonlawpractice.com	11/8/2024 7:56:14 AM	SENT