

### COMMERCIAL PROPERTY CONDITION STATEMENT

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# CONCERNING THE PROPERTY AT: 6000 Curzon Ave, Fort Worth TX 76116

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

PART	I - Complete if Property is Improved or Unimprov	ed		
Are yo	u (Seller or Landlord) aware of:		Aware	Not <u>Aware</u>
(1)	any of the following environmental conditions on or	affecting the Property:		
	(a) radon gas?			M
	(b) asbestos components:  (i) friable components?			
	(c) urea-formaldehyde insulation?			
	(d) endangered species or their habitat?			M
	(e) wetlands?			
	(f) underground storage tanks?			
	(g) leaks in any storage tanks (underground or abo	ve-ground)?		M
	(h) lead-based paint?			X
	(i) hazardous materials or toxic waste?			M
	(j) open or closed landfills on or under the surface	of the Property?		M
	<ul> <li>(k) external conditions materially and adversely affer nearby landfills, smelting plants, burners, storag materials, refiners, utility transmission lines, mills</li> </ul>	e facilities of toxic or hazardous		
	(I) any activity relating to drilling or excavation sites	for oil, gas, or other minerals?.		M
(2)	previous environmental contamination that was on of affected the Property, including but not limited to prelisted in Paragraph 1(a)-(I)?	evious environmental conditions		
(3)	any part of the Property lying in a special flood haza	rd area (A or V Zone)?		M
(4)	any improper drainage onto or away from the Prope	rty?		$\geq$
(5)	any fault line at or near the Property that materially a	nd adversely affects the Property	?[_]	M
(6)	air space restrictions or easements on or affecting the	ne Property?		X
	unrecorded or unplatted agreements for easements to the Property?			
(TXR-14	08) 4-1-18 Initialed by Seller or Landlord,	and Buyer or Tenant:,		Page 1 of 4

FirstLight Commercial Real Estate, P.O. Box 34595 Fort Worth TX 76162 Dawn Gazaway-Potthoff

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

6000 Curzon Ave.

Comme	rcial Property Condition Statement concerning 6000 Curzon Ave, Fort Worth TX 76116		
		<u>Aware</u>	Not Aware
(8)	special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)?		$\geq$
(9)	pending changes in zoning, restrictions, or in physical use of the Property? The current zoning of the Property is:		$\bowtie$
(10	) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)?		
(11	) lawsuits affecting title to or use or enjoyment of the Property?		
(12	2) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies?		
(13	3) common areas or facilities affiliated with the Property co-owned with others?		M
(14	an owners' or tenants' association or maintenance fee or assessment affecting the Property?		$\bowtie$
	Name of manager:  Amount of fee or assessment: \$ per  Are fees current through the date of this notice? [] yes [] no [] unknow	'n	
(15	s) subsurface structures, hydraulic lifts, or pits on the Property?		M
(16	s) intermittent or weather springs that affect the Property?		M
(17	') any material defect in any irrigation system, fences, or signs on the Property?		$\sim$
(18	3) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual?		
(19	) any of the following rights vested in others:		
	(a) outstanding mineral rights?		M
	(b) timber rights?		X
	(c) water rights?		X
	(d) other rights?		$\geq$
(20	) any personal property or equipment or similar items subject to financing, liens, or		
	lease(s)?  If aware, list items:		
If you	are guero of any of the conditions listed above explain. (Attack additional information	<i>'6 l</i> .	-11
ii you a	are aware of any of the conditions listed above, explain. (Attach additional information	ir neeae	a.)
		PETROTO HOT MAN PERSONAL ARRIVATION OF THE PERSONAL PROPERTY OF THE PER	
	$\sim$		
(TXR-14	108) 4-1-18 Initialed by Seller or Landlord:, and Buyer or Tenant:,		Page 2 of 4

# PART 2 - Complete only if Property is Improved

A. Ar	e you (	Seller or	Landlord)	aware of any	y material	defects in a	ny of the	following o	on the Property?
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(1)	Structural Items:	Very Minorp	Aware	Not Aware	Not Appl.
	(a) foundation systems (slabs, columns, trusses, bracin piers, beams, footings, retaining walls, basement, gr	g, crawl spaces	$\bowtie$	[ ]	[ ]
	(b) exterior walls?			$\sim$	
	(c) fireplaces and chimneys?		~~~~	met.	$\boxtimes$
	(d) roof, roof structure, or attic (covering, flashing, skylig roof penetrations, ventilation, gutters and downspou			$\simeq$	
	(e) windows, doors, plate glass, or canopies				
(2)	Plumbing Systems:				
+ A delec	(a) water heaters or water softeners?.  (b) supply or drain lines? Planber Sugget Flashing to	ilet / per mo			
- 1	(c) faucets, fixtures, or commodes?		-	M	
	(d) private sewage systems?				M
	(e) pools or spas and equipments?				
	(f) sprinkler systems (fire, landscape)?			M	
	(g) water coolers?				M
	(h) private water wells?				M
	(i) pumps or sump pumps?				$\bowtie$
(3)	HVAC Systems: any cooling, heating, or ventilation systems	tems?		$\geq$	
(4)	<u>Electrical Systems</u> : service drops, wiring, connections, corgrounds, power, polarity, switches, light fixtures, or junc			M	
(5)	Other Systems or Items:				
	(a) security or fire detection systems?			$\bowtie$	
	(b) porches or decks?			M	
	(c) gas lines?			$\bowtie$	
	(d) garage doors and door operators?				
	(e) loading doors or docks?				
	(f) rails or overhead cranes?				M
	(g) elevators or escalators?				$\bowtie$
	(h) parking areas, drives, steps, walkways?			$\bowtie$	
	(i) appliances or built-in kitchen equipment?				
If you additio	are (aware of material defects in any of the items and information if needed.) (1) (1, AN) SPACE WAS ELLER (1203) The HVAC Refundable (1203) The HVAC Refundable (1203)	ricinally for P	revious ou	uner refu	ner Air Vert
description of the state of the state of	$\rightarrow$				

(TXR-1408) 4-1-18 Initialed by Seller or Landlord: , and Buyer or Tenant: , Page 3 of 4

Produced with Lone Wolf Transactions (zipForm Wildon) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com 6000 Curzon Ave,

Co	nmercial Property Condition Statement concerning 6000 Curz	on Ave, Fort Worth TX 76116		
D	Are you (Caller and and and) aware of		1	Not
D.	Are you (Seller or Landlord) aware of:		<u>Aware</u>	Aware
	(1) any of the following water or drainage conditio affecting the Property:	ns materially and adversely		
	(a) ground water?	[		$\bowtie$
	(b) water penetration?	[		M
	(c) previous flooding or water drainage?	[		
	(d) soil erosion or water ponding?	[		
	(2) previous structural repair to the foundation sys	stems on the Property?[	]	M
	(3) settling or soil movement materially and adver-	sely affecting the Property?[		M
	(4) pest infestation from rodents, insects, or other	organisms on the Property? [		M
	(5) termite or wood rot damage on the Property no	eeding repair? [	]	M
	(6) mold to the extent that it materially and advers	sely affects the Property? [		M
	(7) mold remediation certificate issued for the Pro if yes, attach a copy of the mold remediation c		]	$\geq$
	(8) previous termite treatment on the Property?		]	X
	(9) previous fires that materially affected the Prop	erty? [		<b>D</b>
	(10) modifications made to the Property without no with building codes in effect at the time?		]	
	(11) any part, system, or component in or on the F the Americans with Disabilities Act or the Tex		<b>&gt;</b>	
	you are aware of any conditions described under deeded.) (11) G. A. C. La flered Fur 6 flice		ional inf	formation,
Sol	ller or Landlord:	The undersigned acknowledges receip foregoing statement.  Buyer or Tenant:		
		Buyer or Tenant:		
Ву:	2/0	Ву:		
	By (signature): Printed Name:	By (signature): Printed Name:		
	Title:	Title:		
Ву		Ву:		
	By (signature):	By (signature):		
	Printed Name:	Printed Name:		
		THE CONTRACT OF THE CONTRACT O		

NOTICE TO BUYER OR TENANT: The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement 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.



## ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS

#### ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

6000 Curzon Ave Fort Worth

(Street Address and City)

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. Subject to Section C below, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):

  X (1) Seller reserves all of the Mineral Estate owned by Seller.

  (2) Seller reserves an undivided \_\_\_\_\_\_ interest in the Mineral Estate owned by Seller. NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.
- C. Seller does does not reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the contact information of any existing mineral lessee known to Seller.

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

arguerate of the attention	
CONSULT AN ATTORNEY BEFORE SIGNING advice. READ THIS FORM CAREFULLY.	G: TREC rules prohibit real estate incensees from giving legal
Buyer	Seller John A Bader
Buyer	Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. 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. 44-2. This form replaces TREC No. 44-1.

TXR 1905

TREC NO. 44-2



#### APPROVED BY THE TEXAS REAL ESTATE COMMISSION

10-10-11

# ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CO	NCERNING THE PROPERTY AT	6000 Curzo		Fort Worth
			(Street Addres	ss and City)
A.	residential dwelling was built prior to based paint that may place young of may produce permanent neurolog behavioral problems, and impaired in seller of any interest in residential based paint hazards from risk assess	1978 is notified to children at risk of control ical damage, included nemory. Lead poison real property is resonants or inspective risk assessment or	hat such property redeveloping lead poise uding learning distanting also poses a required to provide to ins in the seller's reinspection for pose	residential real property on which a may present exposure to lead from lead-soning. Lead poisoning in young children sabilities, reduced intelligence quotient, particular risk to pregnant women. The the buyer with any information on lead-possession and notify the buyer of any sible lead-paint hazards is recommended
B.	SELLER'S DISCLOSURE:  1. PRESENCE OF LEAD-BASED PA	INT AND/OR LEAD-	BASED PAINT HAZ	ARDS (check one box only): ent in the Property (explain):
		ABLE TO SELLER of purchaser with all	(check one box only)	sed paint hazards in the Property. : and reports pertaining to lead-based paint
	X (b) Seller has no reports or Property.	records pertaining	to lead-based pain	nt and/or lead-based paint hazards in the
C.	BUYER'S RIGHTS (check one box only  1. Buyer waives the opportunity lead-based paint or lead-based  2. Within ten days after the effect selected by Buyer. If lead-based	to conduct a risk and paint hazards. Active date of this coased paint or leaden notice within 14	ontract, Buyer may based paint hazard	ection of the Property for the presence of have the Property inspected by inspectors is are present, Buyer may terminate this stive date of this contract, and the earnest
D.	BUYER'S ACKNOWLEDGMENT (checomology of a super has received copies of a super has received co	k applicable boxes): all information listed	above.	
E.	addendum; (c) disclose any known le records and reports to Buyer pertain provide Buyer a period of up to 10	okers have informed ally approved par ead-based paint and ning to lead-based days to have the	Seller of Seller's oblumphlet on lead polydor lead-based pain paint and/or lead-the Property inspected;	igations under 42 U.S.C. 4852d to: oisoning prevention; (b) complete this nt hazards in the Property; (d) deliver all based paint hazards in the Property; (e) and (f) retain a completed copy of this
F.	addendum for at least 3 years following CERTIFICATION OF ACCURACY: To best of their knowledge, that the information of the information	he following person	ns have reviewed	the information above and certify, to the
Buy	rer	Date	Seller John A Bader	Date
Buy	ver	Date	Seller	Date
Oth	er Broker	Date	Listing Broker	Date
	The form of this addendum has been approve forms of contracts, Such approval relates to the No representation is made as to the legal va transactions. Texas Real Estate Commission. P.C.	nis contract form only. T lidity or adequacy of an	REC forms are intended by provision in any speci	for use only by trained real estate licensees. fic transactions. It is not suitable for complex

(TXR 1906) 10-10-11

TREC No. OP-L



## **INFORMATION ABOUT MINERAL CLAUSES IN CONTRACT FORMS**

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This form contains general information about mineral estates in published contract forms.

- 1. INTRODUCTION: Historically, buyers and sellers of property near urban areas have not been concerned about the conveyance or retention of mineral interests. Mineral interests for such properties may have been severed in the past or the value of the mineral interests may have been relatively insignificant. There has historically been little risk that the owner of the mineral interests under property near urban areas could or would access the surface of the property to drill or excavate for minerals (perhaps, because the property was too small to support such activity or because such activity may have been heavily regulated by a city). In recent years, the discovery of large mineral deposits near urban areas and advances in drilling technologies have led to increased exploration and drilling activities in and near urban areas. In turn, buyers and sellers of property in urban and suburban areas have raised questions as to whether it is best to convey or retain all or part of the mineral interests in a particular sale.
- 2. WHO OWNS THE MINERALS? Owners of property in or near urban areas typically are not aware of the precise extent of the mineral interests they may own. One may own all or only a portion of the mineral interests. Further, the mineral interests may have been leased. Determining who owns the mineral interests, whether the mineral interests have been leased, and who holds rights under any leases requires an expert (such as an oil and gas attorney) to review the chain of title and formulate an informed opinion.
- 3. CONTRACT FORMS: The residential contract forms promulgated by the Texas Real Estate Commission and the commercial contract forms published by Texas REALTORS® provide that the seller will convey to the buyer all of the seller's rights associated with the property, including all mineral interests and any rights held under any mineral leases by the seller. If a seller wishes to reserve all or a part of the mineral interests and rights held by the seller in a residential transaction, the seller must use the Texas Real Estate Commission's Addendum for Reservation of Oil, Gas, And Other Minerals (TREC No. 44-2, TXR No. 1905). If the addendum is not attached to the sales contract, the seller conveys to the buyer all of the mineral interests and rights held by the seller at the time of the transaction. In a farm & ranch transaction, the seller may use the TREC promulgated form, but may also use any addendum prepared by an attorney or by either party.
- 4. RESOURCES: One may find information related to mineral estates and mineral leases through many sources, including but not limited to: (a) the Real Estate Research Center (www.recenter.tamu.edu); and (b) the Railroad Commission of Texas (www.rrc.texas.gov). There are many other useful sources that one can access via the Internet through most Internet search engines.

The undersigned acknowledge receipt of this notice.

Printed Name: John A Bader	Printed Name:	
6-6-27	2	
Date	Date	

(TXR-2509) 10-18-2021

Page 1 of 1



# **Information About Brokerage Services**

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

#### TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

FirstLight Commercial Real Estate	9007966	Dawn@FirstLightCRE.com	(817)320-3473
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Dawn Gazaway-Potthoff	0392422	Dawn@FirstLightCRE.com	(817)320-3473
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant	/Seller/Landlord Initials	Date	

Regulated by the Texas Real Estate Commission

TXR-2501 FirstLight Commercial Real Estate, P.O. Box 34595 Fort Worth TX 76162

Fax: 8173460995

IABS 1-0 Date 6000 Curzon Ave.

Dawn Gazaway-Potthoff

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Information available at www.trec.texas.gov