

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for _____ days.

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Bexar County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

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

6. **EXCLUSIONS:**

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before _____ to any of the following persons: _____ (named exclusions).




B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) _____% of the sales price if Seller sells the Property;
- (2) _____% of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: expense reimbursements; _____; and

(3) _____

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker will will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. **ACCESS TO THE PROPERTY:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

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Commercial Listing concerning 2311 Pinn Road, San Antonio, TX 78227

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.

(2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.

(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ♦ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ♦ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ♦ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.


10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

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and Broker/Associate



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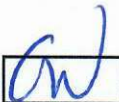
- B. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
 - (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
 - (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
- (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.





B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. (Check only one box.)

(1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

(2) Except as otherwise provided in this Listing, Seller is not aware of:
(a) any subsurface: structures, pits, wastes, springs, or improvements;
(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(c) any environmental hazards or conditions that materially affect the Property;
(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
(f) any wetlands, as defined by federal or state law or regulation, on the Property;
(g) any threatened or endangered species or their habitat on the Property;
(h) any present or past infestation of wood-destroying insects in the Property's improvements;
(i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(j) any material physical defects in the improvements on the Property; or
(k) any condition on the Property that violates any law or ordinance.

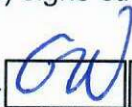
(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

C. PID: The Property is in the following Property Improvement District: _____

D. Other Taxing Districts: The Property is in the following special taxing district (MUD, WCID, MMD, etc.): _____

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

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14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.
- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
 - (1) that arise from Seller's failure to disclose any material information about the Property;
 - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
 - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
 - (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

seller is a Texas Licensed Realtor.
Buyer to cooperate with seller 1031 exchange

- 16. **DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.
- 18. **ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.


 [Signature Box]



19. ADDENDA: Addenda or information that are part of this Listing are:

- A. Information About Brokerage Services (TXR-2501)
- B. Property Description Exhibit identified in Paragraph 2
- C. Condominium Addendum to Listing (TXR-1401)
- D. Commercial Property Condition Statement (TXR-1408)
- E. Information About On-Site Sewer Facility (TXR-1407)
- F. Information about Special Flood Hazard Areas (TXR-1414)
- G _____
- H _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**



Commercial Listing concerning 2311 Pinn Road, San Antonio, TX 78227

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

Seller: GMW GROUP, LLC

By: Gregory Watroba

By (signature): 

Printed Name: GMW GROUP, LLC

Title: _____ Date: 01/08/2024

By: _____

By (signature): 

Printed Name: _____

Title: _____ Date: _____

Broker:

Broker / Company Name: Copernicus Realty LLC

Copernicus Realty

License No. 561468

By (signature) 

Printed Name: Tallyn Guerra

Title: _____ License No. 722924

Date: 01/08/2024

dotloop verified
01/16/24 7:27 PM CST
15QT-3FRZ-AI4B-8WGR



COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT: 2311 Pinn Road, San Antonio, TX 78227

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. THE TERM "LANDLORD" INCLUDES SUBLESSORS.

PART 1 – Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:

Aware **Not Aware**

(1) any of the following environmental conditions on or affecting the Property:

- (a) radon gas?
- (b) asbestos components:
 - (i) friable components?
 - (ii) non-friable components?
- (c) urea-formaldehyde insulation?
- (d) endangered species or their habitat?
- (e) wetlands?
- (f) underground storage tanks?
- (g) leaks in any storage tanks (underground or above-ground)?
- (h) lead-based paint?
- (i) hazardous materials or toxic waste?
- (j) open or closed landfills on or under the surface of the Property?
- (k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like?
- (l) any activity relating to drilling or excavation sites for oil, gas, or other minerals?

(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)?

(3) any improper drainage onto or away from the Property?

(4) any fault line at or near the Property that materially and adversely affects the Property?

(5) air space restrictions or easements on or affecting the Property?

(6) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property?

(TXR-1408) 07-08-22 Initialed by Seller or Landlord:  and Buyer or Tenant:

- | | <u>Aware</u> | <u>Not
Aware</u> |
|--|--------------------------|--------------------------|
| (7) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (8) pending changes in zoning, restrictions, or in physical use of the Property?
The current zoning of the Property is: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| (9) 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)? | <input type="checkbox"/> | <input type="checkbox"/> |
| (10) lawsuits affecting title to or use or enjoyment of the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (11) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? | <input type="checkbox"/> | <input type="checkbox"/> |
| (12) common areas or facilities affiliated with the Property co-owned with others? | <input type="checkbox"/> | <input type="checkbox"/> |
| (13) an owners' or tenants' association or maintenance fee or assessment affecting the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| If aware, name of association: _____ | | |
| Name of manager: _____ | | |
| Amount of fee or assessment: \$ _____ per _____ | | |
| Are fees current through the date of this notice? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> unknown | | |
| (14) subsurface structures, hydraulic lifts, or pits on the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (15) intermittent or wet weather springs that affect the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (16) any material defect in any irrigation system, fences, or signs on the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| (17) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (18) any of the following rights vested in others: | | |
| (a) outstanding mineral rights? | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) timber rights? | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) water rights? | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) other rights? | <input type="checkbox"/> | <input type="checkbox"/> |
| (19) any personal property or equipment or similar items subject to financing, liens, or lease(s)? | <input type="checkbox"/> | <input type="checkbox"/> |
| If aware, list items: _____ | | |

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.)

Part 1 (3) parking lot adjacent store - water runs downhill towards bldg.

[Handwritten Signature]

PART 2 – Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of any of the following conditions*:

Aware **Not Aware**

- (1) Present flood insurance coverage? **Aware** **Not Aware**
- (2) Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir? **Aware** **Not Aware**
- (3) Previous flooding due to a natural flood event?) **Aware** **Not Aware**
- (4) Previous water penetration into a structure on the Property due to a natural flood event? **Aware** **Not Aware**
- (5) Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)? **Aware** **Not Aware**
- (6) Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))?) **Aware** **Not Aware**
- (7) Located wholly partly in a floodway? **Aware** **Not Aware**
- (8) Located wholly partly in a flood pool? **Aware** **Not Aware**
- (9) Located wholly partly in a reservoir? **Aware** **Not Aware**

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

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

For purposes of this notice:

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

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

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

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

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

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

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

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

PART 3 – Complete only if Property is Improved

A. Are you (Seller or Landlord) aware of any material defects in any of following on the Property?

(1) Structural Items:

- | | <u>Aware</u> | <u>Not
Aware</u> | <u>Not
Appl.</u> |
|--|--------------------------|-------------------------------------|--------------------------|
| (a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) exterior walls? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) fireplaces and chimneys? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) windows, doors, plate glass, or canopies | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

(2) Plumbing Systems:

- | | | | |
|---|--------------------------|-------------------------------------|--------------------------|
| (a) water heaters or water softeners? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) supply or drain lines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) faucets, fixtures, or commodes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) private sewage systems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) pools or spas and equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) fire sprinkler systems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) landscape sprinkler systems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) water coolers? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (i) private water wells? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (j) pumps or sump pumps? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (k) gas lines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

(3) HVAC Systems: any cooling, heating, or ventilation systems?

- | | | | |
|--|--------------------------|-------------------------------------|--------------------------|
| (4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|-------------------------------------|--------------------------|

(5) Other Systems or Items:

- | | | | |
|---|--------------------------|-------------------------------------|--------------------------|
| (a) security systems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) fire detection systems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) porches or decks? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) garage doors and door operators? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) loading doors or docks? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) rails or overhead cranes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) elevators or escalators? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) parking areas, drives, steps, walkways? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (i) appliances or built-in kitchen equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.)

GW

B. Are you (Seller or Landlord) aware of:

Aware Not Aware

- (1) any of the following water or drainage conditions materially and adversely affecting the Property:
 - (a) ground water?
 - (b) water penetration?
 - (c) previous flooding or water drainage?.....
 - (d) soil erosion or water ponding?.....
- (2) previous structural repair to the foundation systems on the Property?
- (3) settling or soil movement materially and adversely affecting the Property?
- (4) pest infestation from rodents, insects, or other organisms on the Property?
- (5) termite or wood rot damage on the Property needing repair?
- (6) mold to the extent that it materially and adversely affects the Property?
- (7) mold remediation certificate issued for the Property in the previous 5 years?
if aware, attach a copy of the mold remediation certificate.
- (8) previous termite treatment on the Property?
- (9) previous fires that materially affected the Property?.....
- (10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?
- (11) any part, system, or component in or on the Property not in compliance with the the Americans with Disabilities Act or the Texas Architectural Barrier Statute?

If you are aware of any of conditions described under Paragraph B, explain. (Attach additional information, if needed.) parking adjacent store - water runs downhill
may enter bldg when heavy rain

The undersigned acknowledges receipt of the foregoing statement.

Seller or Landlord: GMW GROUP, LLC

Gregory Watroba

By: [Signature]
By (signature): [Signature]
Printed Name: GMW GROUP, LLC
Title: owner

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Buyer or Tenant: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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.



Information About Brokerage Services

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



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.

Copernicus Realty, LLC <small>Licensed Broker /Broker Firm Name or Primary Assumed Business Name</small>	561468 <small>License No.</small>	copernicus@copernicusrealtyllc.com <small>Email</small>	210-745-2922 <small>Phone</small>
Copernicus Guerra <small>Designated Broker of Firm</small>	485402 <small>License No.</small>	copernicus@copernicusrealtyllc.com <small>Email</small>	210-313-4402 <small>Phone</small>
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Tallyn Guerra <small>Sales Agent/Associate's Name</small>	722924 <small>License No.</small>	tallynguerra@cr-tx.com <small>Email</small>	210-865-0134 <small>Phone</small>

Buyer/Tenant/Seller/Landlord Initials

Date

aeS

1-15-24