

CAUSE NO. \_\_\_\_\_

HA TO,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	___ JUDICIAL DISTRICT
JPMORGAN CHASE BANK, NATIONAL	§	
ASSOCIATION, MI AE RICHARDSON,	§	
VINDUSTRIALIST, LLC,	§	
	§	
<i>Defendants.</i>	§	HARRIS COUNTY, TEXAS

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**PLAINTIFF'S ORIGINAL PETITION**

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TO THE HONORABLE COURT:

Plaintiff Ha To hereby files this her Original Petition against JPMorgan Chase Bank, National Association, Mi Ae Richardson, and Vindustrialist, LLC and respectfully pleads as follows:

**DISCOVERY LEVEL**

1. Plaintiff intends to conduct discovery under Level 3 of the Texas Rules of Civil Procedure and affirmatively pleads that this suit is not governed by the expedited-actions process under Tex. R. Civ. P. 169.

**STATEMENT OF RELIEF**

2. Plaintiff seeks monetary relief of more than \$250,000, but less than \$1,000,000.

### JURISDICTION AND VENUE

3. The damages sought in this lawsuit are within the jurisdiction of this Court.

4. Venue is proper in Harris County, Texas because this lawsuit concerns land that is situated in Harris County, Texas.

### PARTIES

5. Plaintiff is an individual resident of Texas residing in Harris County, Texas.

6. Defendant JPMorgan Chase Bank, National Association is a foreign financial institution registered to do business in Texas. It may be served through its registered agent CT Corporation System, at 1999 Bryan Street, Ste 900, Dallas, Texas 75201-3136. **Citation but not service requested.**

7. Defendant Mi Ae Richardson is a Texas resident residing in Harris County, Texas. She may be served with process by delivering a copy of this Petition and Citation to her at 7941 Katy Freeway, # 298, Houston, Texas 77024, or wherever else she may be found. **Citation but not service requested.**

8. Vindustrialist, LLC is a domestic limited liability company with its principal place of business in Harris County, Texas. It may be served with process by serving its registered agent Roderick R. Anduiza at 5 Milan Estates, Houston, Texas 77056 or wherever he may be found. **Citation but not service requested.**

**FACTUAL BACKGROUND**

9. In May 2003, David Crague Richardson and Mi Ae Richardson executed a home equity promissory note in the principal amount of \$116,000 in favor of Bank One, N.A. This note was secured by a Homestead Lien Contract and Deed of Trust (the “Home Equity Lien”)<sup>1</sup> on the real property located at 2642 Palo Pinto Drive, Houston, Texas 77080 (the “Property”) and more particularly described as follows:

LOT 1, BLOCK 9, OF SPRING SHADOW, SECTION FOUR (4), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 141, PAGE 50 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

10. On October 15, 2015, the Richardsons conveyed title to the Property by Warranty Deed to Trustee to Richardson Family Trust, Texas Buyers Club as Trustee, which was recorded in the Official Public Records of Harris County, Texas on February 29, 2016, as Instrument No. RP-2016-81800 (the “Richardson Trust Deed”).<sup>2</sup>

11. On December 1, 2016, Richardson Family Trust, Texas Buyers Club as Trustee conveyed title to the Property by way of General Warranty Deed to Yen Van Lam and Anh Thi Xuan Nguyen, which was recorded in the Official Public

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<sup>1</sup> A true and correct copy of the Home Equity Lien is attached hereto as **Exhibit A**.

<sup>2</sup> A true and correct copy of the Richardson Trust Deed is attached hereto as **Exhibit B**.

Records of Harris County, Texas on December 28, 2016, as Instrument No. RP-2016-580627 (the “Lam-Nguyen Deed”).<sup>3</sup>

12. On February 27, 2019, Yen Van Lam and Anh Thi Xuan Nguyen conveyed title to the Property to Dat Lam by way of General Warranty Deed, which was recorded on March 4, 2019, in the Official Public Records of Harris County, Texas as Instrument No. RP-2019-85663 (the “Dat Lam Deed”).<sup>4</sup>

13. On December 29, 2021, Nham Nguyen, as attorney-in-fact for Dat Lam, conveyed title to the Property to Vindustrialist, LLC, by way of General Warranty Deed with Third Party Vendor’s Lien, which was recorded on January 3, 2022, in the Official Public Records of Harris County, Texas as Instrument No. RP-2022-1703 (the “Vindustrialist Deed”).<sup>5</sup>

14. Finally, on September 14, 2022, Vindustrialist LLC conveyed title to the Property to Plaintiff via Warranty Deed, which was recorded on September 16, 2022, in the Official Public Records of Harris County, Texas as Instrument No. RP-2022-467267 (the “Ha To Deed”).<sup>6</sup>

15. On January 27, 2023, JPMorgan Chase Bank, National Association (“JPMC”) filed an Application for an Expedited Order Under Rule 736 on a Home Equity, Reverse Mortgage, or Home Equity Line of Credit Loan against Mi Ae Richardson and Ha To as the current owner of the Property. In the expedited

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<sup>3</sup> A true and correct copy of the Lam-Nguyen Deed is attached hereto as **Exhibit C**.

<sup>4</sup> A true and correct copy of the Dat Lam Deed is attached hereto as **Exhibit D**.

<sup>5</sup> A true and correct copy of the Vindustrialist Deed is attached hereto as **Exhibit E**.

<sup>6</sup> A true and correct copy of the Ha To Deed is attached hereto as **Exhibit F**.

action, JPMC claims the Home Equity lien originated twenty years earlier is enforceable against the Property and it seeks to sell the Property by way of nonjudicial foreclosure in satisfaction of that lien.

16. Plaintiff files this lawsuit to challenge the enforceability of the Home Equity Lien against the Property.

#### **CAUSES OF ACTION**

17. Plaintiff asserts the following causes of action in the alternative.

##### ***Count 1 - Suit to Remove Cloud on Title/Declaratory Judgment***

18. Plaintiff hereby incorporates by reference the foregoing factual allegations as though they were fully restated herein.

19. JPMorgan claims to be the current holder of the Home Equity Lien and debt secured by such lien. On information and belief, the Home Equity Lien is not enforceable against the Property for one or more of the following reasons:

- a. The Home Equity Lien and/or the underlying debt was not made in conformity with the Texas Constitution;
- b. The Home Equity Lien has been paid in full and therefore released by operation of law; and/or
- c. The Home Equity Lien is barred by the four-year statute of limitations set forth in Tex. Civ. Prac. & Rem. Code 16.035.

20. Plaintiff therefore seeks a declaratory judgment that the Home Equity Lien constitutes a cloud on Plaintiff's title, is not enforceable against the Property, and that JPMC has no right, title, or interest in the Property by or through the Home Equity Lien or otherwise.

21. Plaintiff also seeks to recover its reasonable and necessary attorneys' fees under the Texas Declaratory Judgment Act as the Court determines to be equitable and just.

***Count 2 – Breach of Warranty of Title/Covenant Against Encumbrances Against Vindustrialist and Mi Ae Richardson***

22. Plaintiff incorporates by reference the foregoing factual allegations as though they were fully restated herein.

23. The Ha To Deed provides as follows:

Grantor binds Grantor and Grantee's heirs, executors, administrators, successors, or assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

24. Similarly, when Mi Ae Richardson ("Richardson") conveyed title to the Property in the Richardson Trust Deed she "hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons, whomsoever, and that said land is free from all encumbrances, except taxes accruing subsequent to December 31, 2015." As the current owner of the Property, Plaintiff stands in the shoes and receives the benefit of such warranty originally made in favor of the Texas Buyers Club as Trustee of the Richardson Family Trust.

25. In addition, under Texas Property Code § 5.023, the use of the terms "grant" or "convey" in a conveyance of fee simple title implies that the property is free from encumbrances. In both the Richardson Trust Deed of Trust and the Ha

To Deed, Richardson and Vindustrialist, respectively, used the terms grant and convey.

26. If the Court determines the Home Equity Lien encumbers the Property, then such encumbrance constitutes a breach of the warranty of title and a breach of the covenant against encumbrances by Richardson and Vindustrialist.

27. These breaches are the producing cause of damages to Plaintiff, which include but are not limited to the attorneys' fees incurred to defend against such encumbrance, the amount expended to discharge the encumbrance, and/or the value of the Property if it is sold in satisfaction of the home equity note.

28. Plaintiff seeks to recover all damages caused by such breach as well as her reasonable and necessary attorneys' fees and costs of court.

**Count 3 – Violation of the Texas Deceptive Trade Practices Act  
Against Vindustrialist, LLC**

29. Plaintiff incorporates by reference the foregoing allegations as if they were fully restated here.

30. Plaintiff is an individual who purchased real property and is therefore a consumer under the Texas Deceptive Trade Practice Act (the "DTPA").

31. Through the Ha To Deed, Vindustrialist warranted title to the Property and covenanted that the Property was free from encumbrances.

32. If it is determined the Home Equity Lien encumbers the Property, then in the course of selling the Property to Plaintiff, Vindustrialist violated the Texas Deceptive Trade Practices Act by representing that the Property had

characteristics it did not have in violation of Tex. Bus. & Com. Code § 17.46(b)(5), by representing that the Property was of a particular standard, quality, or grade when it was not in violation of Tex. Bus. & Com. Code § 17.46(b)(7), and breached an express warranty of title in violation of Tex. Bus. & Com. Code § 17.50(a)(2).

33. As a direct and proximate result and producing cause of Vindustrialist's above-referenced violations of the DTPA, Plaintiff will suffer injury in excess of the minimum jurisdictional limits of this Court. Specifically, if JPMC prevails in this action, Plaintiff will suffer damages caused by the loss of the Property or the price paid to discharge the Home Equity Lien and the amount of attorneys' fees that Plaintiff incurs in defending against such lien.

34. Plaintiff therefore seeks to recover her actual damages, including attorneys' fees as damages, as well as her reasonable and necessary attorneys' fees in connection with prosecuting this action against Vindustrialist and costs of court.

35. To the extent Vindustrialist knowingly violated the DTPA, Plaintiff also seeks to recover three times the amount of her economic damages.

#### **CONDITIONS PRECEDENT**

36. All conditions precedent to Plaintiff's right of recovery have occurred or have been performed.

#### **PRAYER**

WHEREFORE, Plaintiff Ha To hereby prays that Defendants JPMorgan Chase Bank, National Association, Mi Ae Richardson, and Vindustrialist, LLC be cited to



appear and answer, and that at final trial or hearing Plaintiff recover the following:

- a. judgment against JPMC declaring that the Home Equity Lien does not encumber the Property and that JPMC, its assigns, and successors in interest have no right, title, or interest in the Property;
- b. actual damages against Mi Ae Richardson and Vindustrialist, including reasonable and necessary attorneys' fees as damages;
- c. exemplary damages against Vindustrialist;
- d. reasonable and necessary attorneys' fees against JPMC, Mi Ae Richardson, and Vindustrialist;
- e. pre- and post-judgment interest as provided by law; and
- f. such other and further relief to which Plaintiff may be justly entitled, either in equity or at law.

Respectfully submitted,

**Keating Brown PLLC**

By: /s/ Jeremy T. Brown

Jeremy T. Brown  
State Bar No. 24055221  
18383 Preston Road, Suite 300  
Dallas, Texas 75252  
Telephone: 214.390.7703  
Facsimile: 214.989.4146  
[jbrown@keatingbrown.com](mailto:jbrown@keatingbrown.com)

**ATTORNEYS FOR PLAINTIFF HA TO**

# Exhibit A

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RICHARDSON, DAVID  
DEED OF TRUST / MORTGAGE

W493900  
05/27/03 200162424 \$17.00

WHEN RECORDED MAIL TO:  
Bank One, N.A. Retail Loan Servicing KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**HOMESTEAD LIEN CONTRACT AND DEED OF TRUST**

THE EXTENSION OF CREDIT EVIDENCED BY THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS THE TYPE OF CREDIT DEFINED BY SECTION 50(A)(6), ARTICLE XVI, TEXAS CONSTITUTION.

THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST dated May 10, 2003, is made and executed between DAVID CRAGUE RICHARDSON, whose address is 2642 PALO PINTO DR, HOUSTON, TX 77080 and MI AE RICHARDSON, whose address is 2642 PALO PINTO DR, HOUSTON, TX 77080 (referred to below as "Owner") and Bank One, N.A., whose address is 100 East Broad Street, Columbus, OH 43271 (referred to below as "Lender").

GRANT OF LIEN. For valuable consideration, Owner grants a lien under Section 50(a)(6), Article XVI, Texas Constitution in and to the following described real property, together with all Improvements, all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the Improvements, or the Real Property; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to (the "Real Property") located in HARRIS County, State of Texas:

LOT 1, BLOCK 9, OF SPRING SHADOW, SECTION FOUR (4), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 141, PAGE 50 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

The Real Property or its address is commonly known as 2642 PALO PINTO DR, HOUSTON, TX 77080. The Real Property tax identification number is 099-220-000-0001.

To the extent permitted by applicable law, Owner conveys the Real Property to Trustee in trust for the benefit of Lender as hereinafter set forth.

THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST. THIS HOMESTEAD LIEN CONTRACT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

HOMESTEAD PROPERTY. Owner represents to Lender that the Property is Owner's homestead. If a part of the Property is not now, or at any time in the future is determined not to be, Owner's homestead, Lender hereby disclaims any lien on such non-homestead property, it being Lender's intention to obtain a lien, as provided for by Section 50(a) (6), Article XVI, Texas Constitution, in Owner's homestead property only. If the Property, as a whole, is determined not to be Owner's homestead, this lien shall be governed by other applicable Texas law.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Homestead Lien Contract, Owner shall pay to Lender all amounts secured by this Homestead Lien Contract as they become due and shall strictly perform all of Owner's obligations under this Homestead Lien Contract.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Owner agrees that Owner's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Owner shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Owner shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Owner will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Owner and of which Owner has informed Lender in writing prior to Owner's signing of this Homestead Lien Contract.

Removal of Improvements. Owner shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Owner to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Owner's compliance with the terms and conditions of this Homestead Lien Contract. Inspections are for the benefit of Lender and not Owner.

Compliance with Governmental Requirements. Owner shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Owner may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Owner has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Owner to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Owner agrees neither to abandon or leave unattended the Property. Owner shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Homestead Lien Contract upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Homestead Lien Contract:

Payment. Owner shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Owner shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Homestead Lien Contract, except for the lien of taxes and assessments not due and except as otherwise provided in this Homestead Lien Contract.

Right to Contest. Owner may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Owner shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Owner has notice of the filing, secure the

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discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Owner shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Owner shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Owner shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Owner shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Owner will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Owner can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Homestead Lien Contract:

**Maintenance of Insurance.** Owner at Lender's request shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Owner shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Owner or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Owner agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Owner shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Owner fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or to the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Owner shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Owner from the proceeds for the reasonable cost of repair or restoration if Owner is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amounts owing to Lender under this Homestead Lien Contract, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Owner.

**LENDER'S EXPENDITURES.** If Owner fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Owner's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. To the extent permitted by applicable law, all expenses paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date paid by Lender to the date of repayment by Owner. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will be payable on demand. The Property also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Homestead Lien Contract:

**Title.** Owner warrants that: (a) Owner holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Homestead Lien Contract, and (b) Owner has the full right, power, and authority to execute and deliver this Homestead Lien Contract to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Owner warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Owner's title or the interest of Lender under this Homestead Lien Contract, Owner shall defend the action at Owner's expense. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Owner will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Owner warrants that the Property and Owner's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION, JUDGMENTS AND AWARDS.** The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Homestead Lien Contract:

**Application of Net Proceeds.** To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Owner shall promptly notify Lender in writing, and Owner shall promptly take such steps as may be necessary to defend the action and obtain the award. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Homestead Lien Contract:

**Current Taxes, Fees and Charges.** Upon request by Lender, Owner shall execute such documents in addition to this Homestead Lien Contract and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. To the extent permitted by applicable law, Owner shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Homestead Lien Contract, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Homestead Lien Contract.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Homestead Lien Contract or upon all or any part of the Indebtedness secured by this Homestead Lien Contract; (2) a specific tax on Owner which Owner is authorized or required to deduct from payments on the Indebtedness secured by this type of Homestead Lien Contract; (3) a tax on this type of Homestead Lien Contract chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Owner.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Homestead Lien Contract, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Owner either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Homestead Lien Contract:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Owner will make, execute and deliver, or will cause to be

made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Owner's obligations under the Note, this Homestead Lien Contract, and the Related Documents, and (2) the liens created by this Homestead Lien Contract as first and prior liens on the Property, whether now owned or hereafter acquired by Owner. Unless prohibited by law or Lender agrees to the contrary in writing, Owner shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** To the extent permitted by applicable law, if Owner fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Owner and at Owner's expense. For such purposes, Owner hereby to the full extent permitted by applicable law irrevocably appoints Lender as Owner's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Owner pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Owner under this Homestead Lien Contract, Lender shall execute and deliver to Owner a suitable satisfaction of this Homestead Lien Contract. Owner will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** At Lender's option, Owner will be in default under this Homestead Lien Contract if any of the following happen:

**Payment Default.** Owner fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Owner within the time required by this Homestead Lien Contract to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Break Other Promises.** Owner breaks any promise made to Lender which is related to this loan or Owner fails to perform promptly at the time and strictly in the manner provided in this Homestead Lien Contract or in any agreement related to this Homestead Lien Contract.

**False Statements.** Any representation or statement made or furnished to Lender by Owner or on Owner's behalf under this Homestead Lien Contract or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Homestead Lien Contract or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected lien) at any time and for any reason.

**Death or Insolvency.** The death of Owner, the insolvency of Owner, the appointment of a receiver for any part of Owner's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property. However, if Owner disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Owner gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right, at its option and after giving required notice of default and after Owner's failure to cure the default during any required cure period, declare the entire Indebtedness immediately due and payable.

**Foreclosure By Court Order Only.** If Lender invokes its remedy to foreclose the lien of this Homestead Lien Contract, Lender will comply with the applicable rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings as same may change from time to time or may exercise such other remedy as may be available to Lender for loans made pursuant to the authority of Section 50(a)(6), Article XVI of the Texas Constitution. Upon compliance with appropriate procedures to obtain permission to foreclose pursuant to Section 51.002 of the Texas Property Code as it may be amended from time to time, Lender may request the Trustee to foreclose by power of sale and the Trustee shall take such action to do so consistent with the rules of civil procedure and Section 51.002 of the Texas Property Code. The Trustee shall have all the powers granted to a trustee under the terms of Section 51.002 of the Texas Property Code, all amendments thereto and all other rights and remedies that are now available to or may hereafter be granted to such Trustee to the extent same are consistent with loans made pursuant to the authority of Section 50(a)(6), Article XVI of the Texas Constitution. Lender may appoint in writing a substitute or successor Trustee, succeeding to all rights and responsibilities of Trustee. If an Event of Default occurs, and after court order, Trustee is requested by Lender to foreclose this lien, Trustee shall (1) either personally or by agent, give notice of the foreclosure sale as required by the Texas Property Code as then amended, (2) sell and convey all or part of the Property to the highest bidder for cash with a general warranty deed binding Owner subject to prior liens and to other exceptions to conveyance and warranty, and (3) from the proceeds of the sale, pay in order: (a) expenses of foreclosure, (b) to Lender the full amount of principal, interest and other permitted charges; (c) any amounts required by law to be paid before payments to Owner; and (d) to Owner any balance.

**No Deficiency Judgment.** Lender shall not obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Rights and Remedies on Default section unless the Indebtedness was obtained by Owner by actual fraud.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Homestead Lien Contract or the Note or available at law or in equity.

**Cure Notice.** Any notice of non-compliance with any portion of Section 50(a)(6), Article XVI, Texas Constitution or other provision of this Homestead Lien Contract and related loan documents to Lender or the holder of this Homestead Lien Contract must be in writing, mailed postage prepaid by first class mail to:

P.O. Box 901008  
Fort Worth, TX 76101-2008

or to a different address if Owner is given notice pursuant to this Homestead Lien Contract of that different address. Owner understands that the loan is being made on the condition that Lender shall have a reasonable time to comply with any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on the failure of Lender to comply, Owner will advise Lender or other holder of this Homestead Lien Contract of the noncompliance by a notice given as required by this paragraph and will give Lender or other holder of this Homestead Lien Contract a reasonable time to comply. Owner will cooperate in reasonable efforts to effectuate any compliance. Lender or other holder shall not be liable for forfeiture of principal and interest in connection with the extension of credit represented by the Note until Lender or other holder has received said notice, has had reasonable time to comply, Lender or other holder has failed to comply and Owner has cooperated in all reasonable efforts to effectuate compliance.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Owner's obligations under this Homestead Lien Contract, after Owner's failure to do so, that decision by Lender will not affect Lender's right to declare Owner in default and to exercise Lender's remedies.

**Expenses.** To the extent not prohibited by applicable law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights, shall become a part of the loan payable on demand, and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate the automatic stay or injunction) and appeals, to the extent permitted by applicable law.

**NOTICES.** Any other notice required to be given under this Homestead Lien Contract shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Homestead Lien Contract. Any person may change his or her address for notices under this Homestead Lien Contract by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Owner agrees to keep Lender informed at all times of Owner's current address. Unless otherwise provided or required by law, if there is more than one Owner, any notice given by Lender to any Owner is deemed to be notice given to all Owners. It will be Owner's responsibility to tell the others of the notice from Lender. Notwithstanding the foregoing, the address for notice for

Lender is: Bank One, P.O. Box 901008, Fort Worth, TX 76101-2008.

**IDENTITY OF LENDER.** Lender is Bank One, N.A., a national banking association with its main offices located in Columbus, Ohio.

**SUPPLEMENT TO NO DEFICIENCY JUDGMENT.** If not prohibited by Section 50(a)(6), Article XVI, Texas Constitution, the section referred to as "No Deficiency Judgment" shall not impair in any way the lien of the Homestead Lien Contract or the right of Lender to collect all sums due under the Note and this Homestead Lien Contract or prejudice the right of Lender as to any covenants or conditions of the Note or this Homestead Lien Contract.

**SUPPLEMENT TO EXPENDITURES BY LENDER.** To the extent permitted by applicable law, any amount that Lender expends under the terms of the Lender's Expenditures paragraph will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law all such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy, or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Homestead Lien Contract also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by lender shall not be construed as curing the default so as to bar lender from any remedy that it otherwise would have had.

**NON-WAIVER.** A waiver by any party of a breach of a provision of this Homestead Lien Contract shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision.

**SUPPLEMENT TO PERSONAL PROPERTY DEFINITION.** It is the intention of Lender only to take a security interest in and retain a lien on that personal property considered fixtures under the Uniform Commercial Code as adopted in the jurisdiction where this Homestead Lien Contract is filed of record as same may be amended from time to time or such other statute of such jurisdiction that defines property affixed to real estate and no other personal property.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Homestead Lien Contract:

**Amendments.** What is written in this Homestead Lien Contract and in the Related Documents is Owner's entire agreement with Lender concerning the matters covered by this Homestead Lien Contract. To be effective, any change or amendment to this Homestead Lien Contract must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Governing Law.** This agreement will be governed by and interpreted in accordance with federal law and the laws of the State of Texas, except for matters related to interest and the exportation of interest, which matters will be governed by and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations, and opinions) and laws of the State of Ohio. However, if there ever is a question about whether any provision of the agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by this and other related documents has been approved, made and funded, and all necessary documents have been accepted by Lender in the State of Ohio.

**Caption Headings.** Caption headings in this Homestead Lien Contract are for convenience purposes only and are not to be used to interpret or define the provisions of this Homestead Lien Contract.

**Joint and Several Liability.** All obligations of Owner under this Homestead Lien Contract shall be joint and several, and all references to Owner shall mean each and every Owner. This means that each Owner signing below is responsible for all obligations in this Homestead Lien Contract.

**Merger.** There shall be no merger of the interest or estate created by this Homestead Lien Contract with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**No Waiver by Lender.** Owner understands Lender will not give up any of Lender's rights under this Homestead Lien Contract unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Owner will not have to comply with the other provisions of this Homestead Lien Contract. Owner also understands that if Lender does consent to a request, that does not mean that Owner will not have to get Lender's consent again if the situation happens again. Owner further understands that just because Lender consents to one or more of Owner's requests, that does not mean Lender will be required to consent to any of Owner's future requests. Owner waives presentment, demand for payment, protest, notice of dishonor, notice of intent to accelerate, and notice of acceleration.

**Savings Clause.** It is agreed that notwithstanding any provision of this Homestead Lien Contract to the contrary, in no event shall this Homestead Lien Contract require or permit any action which would be prohibited by Section 50(a)(6), Art. XVI, Texas Constitution, and all provisions of this Homestead Lien Contract shall be modified to comply fully with Section 50(a)(6), Art. XVI, Texas Constitution. In particular, this section means (among other things), that Owner does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take reserve or receive (collectively referred to herein as "charge or collect") any amount in the nature of a fee or charge for the indebtedness which would in any way or event (including origination, evaluation, maintenance, recordation, insurance or servicing of the extension of credit represented by the indebtedness) cause Lender to charge or collect more for extension of credit than the maximum Lender would be permitted to charge or collect by the laws of the State of Texas as same now exist or may hereafter be interpreted and as modified herein but only to the extent that such modification does not cause Lender to take any action that would violate the provisions of Section 50(a)(6), Art. XVI, Texas Constitution. To the extent interest is excluded from the coverage of such provisions of the Texas Constitution, interest is excluded from the coverage of this provision. Any such excess amount of unauthorized fee or charge shall, instead of anything stated to the contrary, be applied first to reduce the sums due and owing by Owner under the terms of this Homestead Lien Contract, and when the amounts owed Lender under this Homestead Lien Contract have been paid in full, refunded to Owner. Owner's acceptance of such refund, either by credit or by payment directly to Owner, constitute a cure of any overcharge, which Lender and Owner agree is inadvertent since both Lender and Owner agree that it is their mutual intent to comply with the laws governing this Homestead Lien Contract and the indebtedness, and a waiver of any cause of action Owner may have arising out of same. Lender and Owner expressly agree that it is their mutual intent in entering into the transaction represented by the indebtedness, this Homestead Lien Contract and the Related Documents to comply strictly with all requirements pertaining to an extension of credit defined by Section 50(a)(6), Art. XVI, Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation, provision or action set forth in this Homestead Lien Contract, the Note, the Related Documents or any other document related to this extension of credit exceeds the provisions and requirements prescribed by applicable law including Section 50(a)(6), Art. XVI, Texas Constitution, as modified herein and only to the extent that such modification does not transcend the limits of said section of the Texas Constitution, then such promise, payment, obligation, provision or action wherever found shall be reduced to the extent necessary to conform with the requirements of the Texas Constitution and said laws as modified herein to the extent such modifications are in conformance with the constitutional requirements or eliminated if necessary for compliance with same and such document shall be automatically reformed to the fullest extent possible without the necessity of the execution of any new amendment or new document and to the extent same cannot be accomplished by such automatic reformation, the parties agree to cooperate in such cure and reformation as otherwise provided herein. This provision shall govern any conflicting or apparently conflicting term of this Homestead Lien Contract, the Note, the Related Documents and any other document related to the indebtedness and the extension of credit.

**Severability.** If a court finds that any provision of this Homestead Lien Contract is not valid or should not be enforced, that fact by itself will not mean that the rest of this Homestead Lien Contract will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Homestead Lien Contract even if a provision of this Homestead Lien Contract may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Homestead Lien Contract on transfer of Owner's interest, this Homestead Lien Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Owner, Lender, without notice to Owner, may deal with Owner's successors with reference to this Homestead Lien Contract and the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Homestead Lien Contract.

**DEFINITIONS.** The following words shall have the following meanings when used in this Homestead Lien Contract:

**Borrower.** The word "Borrower" means DAVID CRAGUE RICHARDSON and MI AE RICHARDSON, and all other persons and entities signing the Note.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Homestead Lien Contract in the default section of this Homestead Lien Contract.

Homestead Lien Contract. The words "Homestead Lien Contract" mean this Homestead Lien Contract and Deed of Trust between Owner and Lender.

Improvements. The word "Improvements" means all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Owner's obligations or expenses incurred by Lender to enforce Owner's obligations under this Homestead Lien Contract, together with interest on such amounts as provided in this Homestead Lien Contract.

Lender. The word "Lender" means Bank One, N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the note or credit agreement dated May 10, 2003, in the principal amount of \$116,000.00 from DAVID CRAGUE RICHARDSON and MI AE RICHARDSON to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Owner. The word "Owner" means DAVID CRAGUE RICHARDSON and MI AE RICHARDSON. The words "Owner" and Borrower are used interchangeably.

Property. The word "Property" means collectively the Real Property and the Improvements. Notwithstanding language in any other agreement with Lender by Owner, the Indebtedness is secured by the Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Homestead Lien Contract.

Related Documents. The words "Related Documents" mean all promissory notes, loan agreements, environmental agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Trustee. The word "Trustee" means Jacqueline S. Akins, whose address is 1717 Main Street, 9th Floor, Dallas, TX 75201, and any substitute or successor trustees.

OWNER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS HOMESTEAD LIEN CONTRACT, AND OWNER AGREES TO ITS TERMS. OWNER ALSO ACKNOWLEDGES OWNER RECEIVED A COPY OF THE DISCLOSURES REQUIRED BY SECTION 50(g), ARTICLE XVI, TEXAS CONSTITUTION, AT LEAST 12 DAYS PRIOR TO THE DATE OF THIS HOMESTEAD LIEN CONTRACT AND THAT ALL BLANKS WERE FILLED IN PRIOR TO SIGNING.

DO NOT SIGN THIS HOMESTEAD LIEN CONTRACT IF ANY STATEMENT IN IT, INCLUDING THE ONE ABOVE THIS ONE, IS INCORRECT OR UNTRUE.

OWNER:

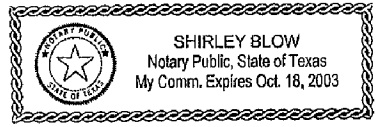
DAVID CRAGUE RICHARDSON, individually x MI AE RICHARDSON, individually

44-23-0467

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS )
COUNTY OF HARRIS )

This instrument was acknowledged before me on April May 10, 2003 by DAVID CRAGUE RICHARDSON.

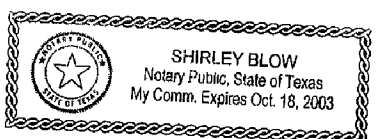


Shirley Blow, Notary Public, State of Texas

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS )
COUNTY OF HARRIS )

This instrument was acknowledged before me on May 10, 2003 by MI AE RICHARDSON.



Shirley Blow, Notary Public, State of Texas

RECORDERS MEMORANDUM ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

MAY 27 2003 County Clerk, Harris County, Texas

568-23-0468

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in FTS Number Sequence on the date and at the time stated herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

MAY 27 2003



*Dorothy B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



# Exhibit B

After Recording Return to Grantee:  
XSV INDUSTRIES, LLC  
2016 MAIN STREET # 107  
HOUSTON, TX 77002

RP-2016-81800  
02/29/2016 RP1 \$20.00

# WARRANTY DEED TO TRUSTEE

Tax Parcel #: \_\_\_\_\_

THIS WARRANTY DEED is made by and between MI AE RICHARDSON, DAVID C RICHARDSON, (hereinafter referred to as "Grantor"), and RICHARDSON FAMILY TRUST, TEXAS BUYERS CLUB as trustee, (hereinafter referred to as "Grantee"): P.O. Box 27740 Las Vegas, NV 89126

WITNESSETH: The Grantor, for and in consideration of the sum of Ten Dollars (\$ 10.00 ) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remises, releases, transfers and conveys to the Grantee, all that certain land situated in HARRIS County, State of Texas to wit:

**Commonly known as:** 2642 PALO PINTO DRIVE HOUSTON, TX 77080

LOT ONE (1), BLOCK 9, OF SPRING SHADOW, SECTION FOUR (4), A ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 141, PAGE 50 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. TAX 099-220-000-0001.

*Together* with all the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining: To have and to hold the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

*Full* power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

*In No Case* shall any party dealing with the said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries hereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

202  
B

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D

RP-2016-81800

The Interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*David C Richardson*  
Grantor: DAVID C RICHARDSON

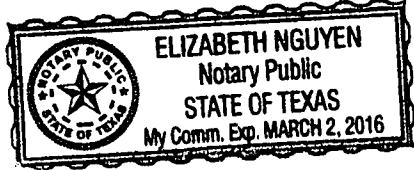
*MI AE Richardson*  
Grantor: MI AE RICHARDSON

\_\_\_\_\_  
WITNESS

STATE OF Texas  
COUNTY OF Harris

On This 12<sup>th</sup> Day of October, 2015 before me personally appeared MI AE RICHARDSON, DAVID C RICHARDSON, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

Sworn and subscribed before me this 12<sup>th</sup> day of October, 2015.



*Elizabeth Nguyen*  
NOTARY PUBLIC OF TEXAS

RP-2016-81800

FILED

2016 FEB 29 PM 12: 15

*Stan Stansert*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2016-81800

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

FEB 29 2016



*Stan Stansert*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

# Exhibit C

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WD  
H

**GENERAL WARRANTY DEED**

RP-2016-580627  
12/28/2016 RP1 \$20.00

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

Grantor: RICHARDSON FAMILY TRUST, TEXAS BUYERS CLUB AS TRUSTEE

JOR

Grantor's Mailing Address: 2016 Main St, Houston TX 77002

Grantee: YEN VAN LAM and ANH THI XUAN NGUYEN

2ll

Grantee's Mailing Address: 2642 Palo Pinto Dr, Houston TX 77080

Consideration: TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): **LOT 1, BLOCK 9, OF SPRING SHADOW, SECTION FOUR (4), ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 141, PAGE 50, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.**

D

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty: All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and ad valorem taxes for tax year 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY

RP-2016-580627

INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS DEED.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 1<sup>st</sup> day of December, 2016.

RICHARDSON FAMILY TRUST, TEXAS BUYERS CLUB AS TRUSTEE

Randy Kale  
Signature

Name Randy Kale

Title President

ACKNOWLEDGEMENT

STATE OF Texas §

COUNTY OF HARRIS §

This instrument was acknowledged before me on DECEMBER 1<sup>ST</sup>, 2016, by Randy Kale, as the DIRECTOR of Texas Buyers Club on behalf of said corporation.



Huy Truong  
Notary Public, State of Texas

AFTER RECORDING MAIL TO: ✓

Yen Van Lam  
2642 Palo Pinto Dr  
Houston TX 77080

RP-2016-580627

FILED FOR RECORD

12:23:29 PM

Wednesday, December 28, 2016

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas

Wednesday, December 28, 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2016-580627



# Exhibit D

**GENERAL WARRANTY DEED**

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

Grantor: YEN VAN LAM, ANH THI XUAN NGUYEN  
Grantor's Mailing Address: 2642 PALO PINTO DR, HOUSTON, TX 77080

Grantee: DAT LAM  
Grantee's Mailing Address: 2642 PALO PINTO DR, HOUSTON, TX 77080

Consideration: TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): LOT 1 BLOCK 9, OF SPRING SHADOW, SECTION FOUR(4) ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 141, PAGE 50, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

Commonly known as: 2642 PALO PINTO DR, HOUSTON, TX 77080

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty: All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and ad valorem taxes for tax year 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

RP-2019-85663

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS DEED.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 27 day of February, 2019.

*[Handwritten signature]*

YEN VAN LAM

*[Handwritten signature]*

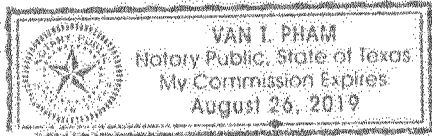
ANH THI XUAN NGUYEN

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on Feb. 27, 2019, by YEN VAN LAM AND ANH THI XUAN NGUYEN, N/A.



*[Handwritten signature]*

Notary Public, State of Texas

AFTER RECORDING MAIL TO:

DAT LAM  
2642 PALO PINTO DR, HOUSTON, TX 77080

RP-2019-85663

RP-2019-85663  
# Pages 3  
03/04/2019 12:24 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$20.00

RECORDERS MEMORANDUM  
This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2019-85663

# Exhibit E

GENERAL WARRANTY DEED  
WITH THIRD PARTY VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT DAT LAM, a single person, acting herein by and through his Agent and Attorney-in-Fact, NHAM NGUYEN, hereinafter called "Grantor" (and referred to in the singular, whether one or more), for and in consideration of the sum of Ten and No/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by VINDUSTRIALIST LLC, a Texas Limited Liability Company, hereinafter called "Grantee" (and referred to in the singular, whether one or more), the receipt of which is hereby acknowledged; and the further consideration of the EXECUTION and DELIVERY by Grantee herein of his one certain Promissory Note of even date herewith for the principal sum of TWO HUNDRED TWENTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$228,750.00), bearing interest and payable as therein provided to the order of FINANCE OF AMERICA COMMERCIAL LLC, hereinafter referred to as "Lender," and containing customary acceleration of maturity, past due interest and attorney's fees clauses; said Note representing funds advanced to Grantor by Lender at the special instance and request of and as a loan to Grantee as part of the purchase price for the hereinafter described property; and said Note being secured by a Vendor's Lien hereinafter retained upon the property hereby conveyed and being additionally secured by the Lien of a Deed of Trust of even date herewith to McCARTHY & HOLTHUS, LLP, Trustee; has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land together with all improvements thereon, lying and being situated in Harris County, Texas, described as follows, to-wit:

LOT 1 BLOCK 9, OF SPRING SHADOWS, SECTION FOUR (4) ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 141, PAGE 50, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

This conveyance is made and accepted subject to any and all easements, rights of way, valid restrictions, mineral reservations of any kind, maintenance charges, building set back lines, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above mentioned County and State.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, his heirs and assigns, forever; and, Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

But it is expressly agreed and stipulated that a vendor's lien is retained in favor of Lender who will hold superior title in and to the above described property, premises and improvements, and the title in the Grantee will not become absolute until the above described Note, together with all renewals and extensions thereof, and all interest and other charges therein stipulated, are fully paid, according to the face and tenor, effect and reading thereof, when this Deed shall become absolute; and it shall be the same as if a vendor's lien was retained in favor of the Grantor herein and assigned by proper assignment to Lender without recourse on Grantor in any manner for the payment of said indebtedness.

EXECUTED this the 29 day of December, 2021

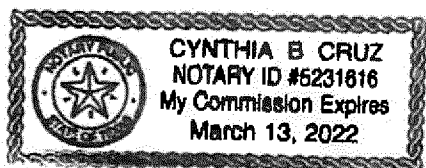
RECORDED AT THE REQUEST  
OF FIRST AMERICAN TITLE  
GF# - 2665930152

RP-2022-1703

*Dat Lam by Nham Nguyen*  
DAT LAM by and through His attorney in  
fact NHAM NGUYEN

STATE OF TEXAS )  
COUNTY OF Harris )

This instrument was acknowledged before me on 12-29-21, by NHAM NGUYEN as attorney in fact for DAT LAM.



*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:  
Vindustrialist LLC  
2007 Brentwood Dr  
Houston TX 77019

RP-2022-1703

RP-2022-1703  
# Pages 3  
01/03/2022 02:12 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$22.00

RECORDERS MEMORANDUM  
This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2022-1703



# Exhibit F

Capital Title  
GF# 22-698689-56  
This document has been  
electronically recorded.

WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Date: September 14, 2022

Grantor: VINDUSTRIALIST, LLC, a Texas Limited Liability Company

Grantor's Mailing Address:

2007 Brentwood Drive  
River Oaks, Texas 77019

Grantee: HA TO

Grantee's Mailing Address:

10490 Norton Drive  
Houston, Texas 77043

Consideration: TEN AND NO/100's DOLLARS (\$10.00) ----- and other good and valuable consideration

Property: (including any improvements):

LOT 1, BLOCK 9, OF SPRING SHADOWS, SECTION FOUR (4) ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 141, PAGE 50, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all valid and subsisting restrictions, reservations, conditions, limitations, covenants, exceptions, mineral conveyances, and easements properly of record in the Office of the County Clerk of Harris County, Texas, if any, affecting the above-described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and

GF 22-698689-SG; Cash Deed

Capital Title

RP-2022-467267

Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantor hereby disclaims any and all warranties and representations regarding the construction, design, planning, existence of defects, and/or any other conditions or status of the Property. Grantee acknowledges that Grantee has independently inspected the Property and that Grantee has not purchased the Property based upon any representation, warranty, agreement, statement, or expression of opinion by Grantor or by any person or entity acting or allegedly acting for or on behalf of Grantor. Grantee agrees that the Property is being sold to and accepted by Grantee in its present condition, **AS IS, WHERE IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED.**

When the context requires, singular nouns and pronouns include the plural.

VINDUSTRIALIST, LLC, a Texas Limited Liability Company

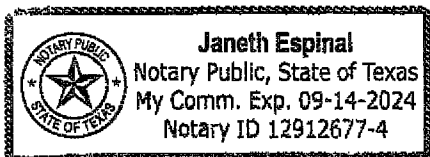
By: [Signature]  
VINH TRUONG, Manager

(Acknowledgment)

STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 14 day of September, 2022, by VINH TRUONG, Manager of VINDUSTRIALIST, LLC, a Texas Limited Liability Company, on behalf of said entity.



[Signature]  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:  
\_\_\_\_\_

PREPARED IN THE LAW OFFICE OF: Jerel J. Hill

RETURN TO:

RP-2022-467267

RP-2022-467267  
# Pages 3  
09/16/2022 01:22 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$22.00

RECORDERS MEMORANDUM  
This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

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use of the described real property because of color or  
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2022-467267

### 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.

Denise Sullivan on behalf of Jeremy Brown  
Bar No. 24055221  
dsullivan@keatingbrown.com  
Envelope ID: 75037360  
Filing Code Description: Petition  
Filing Description: Plaintiff's Original Petition with Exhibits  
Status as of 4/26/2023 1:18 PM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Denise Sullivan		dsullivan@keatingbrown.com	4/26/2023 12:11:57 PM	SENT
Jeremy Brown	24055221	jbrown@keatingbrown.com	4/26/2023 12:11:57 PM	SENT
Maria Cristina Sanchez	24041856	csanchezcallen@keatingbrown.com	4/26/2023 12:11:57 PM	SENT
James C. Frappier	785881	jamesf@bdfgroup.com	4/26/2023 12:11:57 PM	SENT