

TEXAS REALTORS® **SELLER'S DISCLOSURE NOTICE**

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

CONCERNING THE PROPERTY AT **1306 Brighton Place, Midland, Texas 79705**

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

Seller ☐ is ☒ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? ☒ **Last Occupied June 30, 2026** (approximate date) or ☐ never occupied the Property

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

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

Item	Y	N	U
Cable TV Wiring		☒	
Carbon Monoxide Det.	☒		
Ceiling Fans	☒		
Cooktop/Range/Stove	☒		
Dishwasher	☒		
Disposal	☒		
Emergency Escape Ladder(s)		☒	
Exhaust Fans	☒		
Fences	☒		
Fire Detection Equip.		☒	
French Drain		☒	
Gas Fixtures	☒		
Liquid Propane (LP) Gas:		☒	
-LP Community (Captive)		☒	
-LP on Property		☒	

Item	Y	N	U
Natural Gas Lines	☒		
Fuel Gas Piping:	☒		
-Black Iron Pipe		☒	
-Copper		☒	
-Corrugated Stainless Steel Tubing		☒	
Hot Tub		☒	
Intercom System		☒	
Microwave	☒		
Outdoor Grill	☒		
Patio/Decking	☒		
Plumbing System	☒		
Pool		☒	
Pool Equipment		☒	
Pool Maint. Accessories		☒	
Pool Heater		☒	

Item	Y	N	U
Pump: ☐ sump ☐ grinder		☒	
Rain Gutters	☒		
Roof/Attic Vents		☒	
Sauna		☒	
Smoke Detector	☒		
Smoke Detector – Hearing Impaired		☒	
Spa		☒	
Trash Compactor		☒	
TV Antenna		☒	
Washer/Dryer Hookup	☒		
Window Screens	☒		
Public Sewer System	☒		

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



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Item	Y	N	U	Additional Information
Solar Panels		☒		☐ owned ☐ leased from
Water Heater	☒			☐ electric ☒ gas ☐ other: number of units: 2
Water Softener	☒			☒ owned ☐ leased from
Other Leased Item(s)		☒		if yes, describe:
Underground Lawn Sprinkler	☒			☒ automatic ☐ manual areas covered: Front and Back Yard and Flower Beds
Septic / On-Site Sewer Facility		☒		if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by: ☒city ☐well ☐MUD ☐co-op ☐unknown ☐other:Was the Property built before 1978? ☐yes ☒no ☐unknown

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

Roof Type: **Class 4 impact-resistant shingles** Age: **20 months / 1.5 years** (approximate)Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐yes ☒no ☐unknownAre you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐yes ☒no If yes, describe (attach additional sheets if necessary):**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N
Basement		☒
Ceilings		☒
Doors		☒
Driveways		☒
Electrical Systems		☒
Exterior Walls		☒

Item	Y	N
Floors		☒
Foundation / Slab(s)		☒
Interior Walls		☒
Lighting Fixtures		☒
Plumbing Systems		☒
Roof		☒

Item	Y	N
Sidewalks		☒
Walls / Fences		☒
Windows		☒
Other Structural Components		☒

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

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

Condition	Y	N
Aluminum Wiring		☒
Asbestos Components		☒
Diseased Trees: ☐ oak wilt ☐		☒
Endangered Species/Habitat on Property		☒
Fault Lines		☒
Hazardous or Toxic Waste		☒
Improper Drainage		☒
Intermittent or Weather Springs		☒
Landfill		☒
Lead-Based Paint or Lead-Based Paint Hazards		☒
Encroachments onto the Property		☒
Improvements encroaching on others' property		☒
Located in Historic District		☒
Historic Property Designation		☒
Previous Foundation Repairs		☒

Condition	Y	N
Radon Gas		☒
Settling		☒
Soil Movement		☒
Unplatted Easements		☒
Unrecorded Easements		☒
Urea-formaldehyde Insulation		☒
Water Damage Not Due to a Flood Event		☒
Wetlands on Property		☒
Wood Rot		☒
Active infestation of termites or other wood destroying insects (WDI)		☒
Previous treatment for termites or WDI		☒
Previous termite or WDI damage repaired		☒
Termite or WDI damage needing repair		☒
Previous Fires		☒
Single Blockable Main Drain in Pool/Hot Tub/Spa*		☒



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Previous Roof Repairs or Replacement	☒	Subsurface Structure or Pits	☒
Previous Other Structural Repairs	☒	Underground Storage Tanks**	☒
Previous Use of Premises for Manufacture of Methamphetamine	☒	Aboveground Storage Tanks**	☒
A private road on or adjoining the Property that a buyer will be financially responsible for maintaining	☒	Aboveground Storage Tanks on the Property that hold 500 gal. or more and have stored petroleum products or other chemicals**	☒
Alkali-Silica Reaction (ASR) or "Concrete Cancer"	☒	Conservation Easements***	☒

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

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

**If yes, see 30 Texas Administrative Code Chapter 334 for additional disclosure requirements pertaining to storage tanks.

***"Conservation easement" means an easement (permanent or for a period of years) on the property that restricts the use of all or a part of the property to protect natural resources, wildlife habitat, open space, or historical sites.

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

Section 5. Insurance. (Indicate Yes (Y) or No (N))

	Y	N
The Property is presently covered by insurance.	☒	☐
The Property is presently covered by flood insurance.*	☒	☐
The Property is presently covered by windstorm insurance.	☒	☐
You (Seller) have been unable to insure the Property for any reason.	☐	☒

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

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary):

(Q1) USAA Homeowners Insurance is current

(Q2) FEMA Flood Insurance is current

(Q3) USAA Insurance

Section 6. Have you (Seller) ever filed a claim for any damage to the Property with any insurance provider? (This includes, but is not limited to, claims filed with the National Flood Insurance Program (NFIP))? ☐yes ☒no If yes, explain:

Section 7. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐yes ☒no If yes, explain:

Section 8. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

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



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- ☐ ☒ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☐ ☒ Located ☐ wholly ☐ partly in a floodway.
- ☐ ☒ Located ☐ wholly ☐ partly in a flood pool.
- ☐ ☒ Located ☐ wholly ☐ partly in a reservoir.

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

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

For purposes of this notice:

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

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

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

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

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

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

Section 9. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐yes ☒no If yes, explain (attach additional sheets as necessary):

Section 10. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- ☐ ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- ☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property
- ☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☐ ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☐ ☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☐ ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.



☐ ☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district. If the answer to any of the above items in Section 10 is yes, explain (attach additional sheets if necessary):

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

Name of association: **Saddle Club South Homeowners Association**

Manager's name: **Marcie Erwin, President** Phone: **scshoa@saddleclubsouth.org**

Fees or assessments are: \$ **125.00** per **Quarter** and are: ☒ mandatory ☐ voluntary

Any unpaid fees or assessments for the Property? ☐ yes (\$) ☒ no

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

(Home Owner Association) Saddle Club South Homeowners Association

☐ ☒ Any common area (facilities such as pool, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐yes ☐no If yes, describe:

Section 11. Within the last 4 years, have you (Seller) received any written inspection reports or evaluations of the Property prepared by persons who regularly provide such inspections or evaluations and who are licensed, certified, or otherwise legally authorized to perform them, including but not limited to general home, roof, HVAC, plumbing, electrical, structural/foundation, pool/spa, mold, termite or other wood-destroying insect, environmental, or other specialized inspections? ☐yes ☒no If yes, attach copies of any such

reports and indicate the number of reports attached:

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

Notice to Seller: Under Texas law, you are required to disclose all known material facts, defects, needed repairs, and adverse conditions affecting the Property. Failure to disclose known material information about the Property may result in legal liability.

Section 12. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- ☒ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: ☐ Unknown

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

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

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

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

Kathy Bruehl 07-22-2026
Signature of Seller Date

Mark Bruehl 07-22-2026
Signature of Seller Date

Printed Name: MARK BRUEHL

Printed Name: KATHY BRUEHL

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:
- | | | | |
|------------------|---|----------|-----------------------|
| Electric: | <u>TXU Energy</u> | phone #: | <u>(888) 228-1144</u> |
| Sewer: | <u>City of Midland - City Utility Billing</u> | phone #: | <u>(432) 685-7320</u> |
| Water: | <u>City of Midland - City Utility Billing</u> | phone #: | <u>(432) 685-7320</u> |
| Cable: | <u>None</u> | phone #: | |
| Trash: | <u>City of Midland - City Utility Billing</u> | phone #: | <u>(432) 685-7320</u> |
| Natural Gas: | <u>Atmos Energy</u> | phone #: | <u>(888) 826-6700</u> |
| Phone Company: | <u>None</u> | phone #: | |
| Propane: | <u>None</u> | phone #: | |
| Internet: | <u>AT&T Fiber Internet</u> | phone #: | <u>(866) 926-2063</u> |
| Security System: | <u>None</u> | phone #: | |
- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.
- The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer Date

Signature of Buyer Date

Printed Name: _____

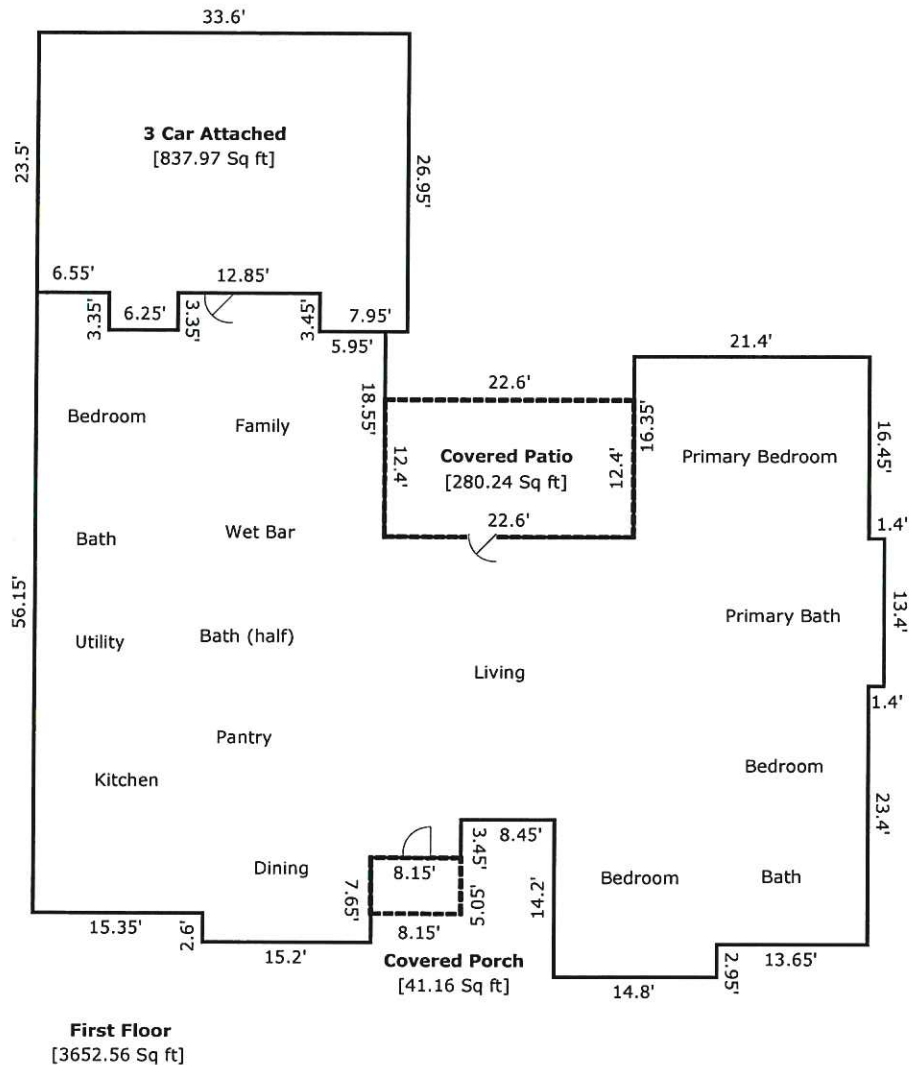
Printed Name: _____



Prepared with Sellers Shield

Building Sketch

Borrower				
Property Address	1306 Brighton Pl			
City	Midland	County	Midland	State TX Zip Code 79705
Lender/Client				



TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details	
First Floor	3652.56 Sq ft	13.4×1.4	= 18.76
		6.55×3.35	= 21.94
		12.85×3.35	= 43.05
		52.8×15.35	= 810.48
		53.25×13.65	= 726.86
		14.8×14.2	= 210.16
		15.2×7.65	= 116.28
		47.75×10.3	= 491.82
		5.95×18.55	= 110.37
		7.75×16.35	= 126.71
		25.65×23.25	= 596.36
		13.05×29.1	= 379.76
Total Living Area (Rounded):	3653 Sq ft		
Non-living Area			
3 Car Attached	837.97 Sq ft	6.25×3.35	= 20.94
		23.5×25.65	= 602.78
		7.95×26.95	= 214.25

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

05-04-2026



ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

1306 BRIGHTON PL

MIDLAND

(Street Address and City)

SADDLE CLUB OWNERS ASSOCIATION 972-359-1548

(Name of Property Owners Association, (Association) and Phone Number)

- A. SUBDIVISION INFORMATION:** "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- ☒ 1. Within 30 days after the Effective Date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- ☐ 2. Within _____ days after the Effective Date of the contract, Buyer shall obtain, the Subdivision Information at Buyer's expense. Buyer is deemed to receive the Subdivision Information on the date of actual receipt or date specified in this paragraph, whichever is earlier. Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- ☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- ☐ 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

- B. MATERIAL CHANGES.** If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.
- C. FEES AND DEPOSITS FOR RESERVES:** Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$ 500.00 and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D. If this paragraph conflicts with any allocation of charges in the Subdivision Information, this paragraph will control.
- D. AUTHORIZATION:** Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☒ Buyer ☐ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer _____

Buyer _____

Signed by: MARK A BRUEHL July 22, 2026
 Seller: MARK BRUEHL
 DocuSigned by: Kathy Bruehl July 22, 2026
 Seller: KATHY BRUEHL



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-11. This form replaces TREC No. 36-10.

TREC NO. 36-11
TXR 1922



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS



ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

1306 BRIGHTON PL

MIDLAND

(Street Address and City)

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

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. *Subject to Section C below*, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
☒ (1) Seller reserves all of the Mineral Estate owned by Seller.
☐ (2) Seller reserves an undivided _____ interest in the Mineral Estate owned by Seller. *NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.*
- C. Seller ☐ does ☒ does not waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. *NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.*
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the current contact information of any existing mineral lessee known to Seller.

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

If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

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

Buyer

Signed by: MARK A BRUEHL July 22, 2026
 Seller MARK BRUEHL

Buyer

DocuSigned by: Kathy Bruehl July 22, 2026
 Seller KATHY BRUEHL



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-3. This form replaces TREC No. 44-2.

TXR-1905

TREC NO. 44-3