

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

<b>In re</b>  <b>HAHN HOTELS OF SULPHUR SPRINGS, LLC, et al.<sup>1</sup></b>  <p style="text-align: center;"><b>Debtors.</b></p>	§ § § § § § § § §	<b>Chapter 11</b>  <b>Case No. 17-40947</b>  <b>Jointly Administered</b>  <b>Hearing requested for Nov. 14, 2017 at 2:45 p.m.</b>
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**DEBTORS’ EXPEDITED MOTION FOR ORDER AUTHORIZING  
DEBTORS TO ENTER INTO LISTING AGREEMENT WITH  
LIFESTYLES REALTY DALLAS, INC.**

TO THE HONORABLE BRENDA T. RHOADES, UNITED STATES BANKRUPTCY JUDGE:

Hahn Hotels of Sulphur Springs, LLC, Hahn Investments, LLC, Hahn Hotels, LLC, Sleep Inn Property, LLC, SI of Longview, LLC, and Copeland’s of Longview, LLC, each a Texas limited liability company (collectively, the “**Debtors**”), file this *Motion for Order Authorizing Debtors to Enter Into Listing Agreement with Lifestyles Realty Dallas, Inc.* (the “**Motion**”). In support of the Motion, the Debtors respectfully represent as follows:

**I. Jurisdiction and Venue**

1. This Court has jurisdiction over this Motion under 28 U.S.C. § 1334(b). This Court can hear and determine this matter in accordance with 28 U.S.C. § 157 and the standing order of reference of bankruptcy cases and proceedings in this District. This matter is a core proceeding, and venue for this Motion is proper in this district under 28 U.S.C. §§ 1408 and 1409.

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<sup>1</sup> The Debtors in these chapter 11 cases, including the last four digits of their respective EIN number, are as follows: Hahn Hotels of Sulphur Springs, LLC (2980), Hahn Investments, LLC (0448); Hahn Hotels, LLC (5692), Sleep Inn Property, LLC (6525), SI of Longview, LLC (2196), and Copeland’s of Longview, LLC (6181). The shared mailing address for all Debtors is: 525 Gilmer St., PO Box 113, Sulphur Springs, Texas 75482.

## II. Factual and Procedural Background

2. On May 1, 2017 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief in this Court under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

3. Each of the Debtors remains in possession of its property and is operating its business as debtor-in-possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. No trustee, examiner, or committee has been appointed in the Debtors’ cases.

5. A detailed description of the Debtors’ business, capital structure, and the events leading to these chapter 11 cases is fully set forth in the Debtors’ First Day Declaration [Docket No. 7] and is incorporated herein by reference.

6. The Debtors have made substantial progress in their chapter 11 cases, and filed their Joint Chapter 11 Plan of Reorganization on November 1, 2017 [Docket No. 234] (the “**Plan**”). The Debtors plan to exit chapter 11 either at the end of 2017 or the beginning of 2018.

7. In order to raise capital to fund their chapter 11 plan, the Debtors have determined that it is in the best interests of their creditors and their respective estates that certain real properties belonging to the Debtors (the “**Properties**”), as described more fully on the attached **Exhibit A**, be listed for sale.

8. Expedited consideration of this Motion is requested on account of the need to list the Properties for sale as soon as possible, so as to facilitate their prompt sale for the benefit of the Debtors’ estates.

### **III. Relief Requested and Bases for Relief**

9. The Debtors seek authorization under §§ 105 and 363 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) to enter into an agreement with Lifestyles Realty Dallas, Inc. (“**Lifestyles Realty**”) to list and market certain of the residential Properties owned by Debtor Hahn Investments, LLC for sale. In accordance therewith, the Debtors seek to enter into the listing agreement attached hereto as **Exhibit B** (the “**Agreement**”) with Lifestyles Realty for the listing for sale and marketing of such Properties.

10. Engaging Lifestyles Realty to represent the Debtors in marketing the Properties for sale is necessary in these bankruptcy cases to efficiently and effectively bring funds into the estates that will support the repayment of creditors under a chapter 11 plan of reorganization. All creditors and parties in interest stand to benefit from the efficient sale of the Properties. Lifestyles Realty brings needed expertise and skills to assist the Debtors in accomplishing these tasks in a cost-effective manner.

11. Lifestyles Realty is a Texas real estate firm, located at 106 Decker Court, Suite 300, Irving, TX 75062. Lifestyles Realty provides a wide-range of real estate services serving buyers and sellers of residential properties.

12. Lee Cathy Bell is a sales manager with Lifestyles Realty, where she is responsible for managing real estate agents, tracking sales numbers and analyzing properties. Ms. Bell has more than 19 years of experience representing buyers and sellers of residential real estate, and is fully qualified to assist the Debtors with the marketing and sale of their residential Properties.

13. Prior to joining Lifestyles Realty, Ms. Bell was a real estate broker, who was responsible for listing REO properties for CITI, Bank of America and other commercial institutions.

14. The terms and conditions of the proposed Agreement are attached hereto as **Exhibit B** to this Motion. The total cost for the services provided under the Agreement is in the form of a six percent (6%) commission from the sales prices of the Properties. Such commission will be paid only in the event of a successful closing of the sale of the Properties. Such costs will be directly attributed to the estate of Hahn Investments, LLC.

#### **IV. Conclusion**

15. Because it is in the best interest of the Debtors' estates, the Court should authorize the Debtors to enter into the proposed Agreement in substantially the form attached as **Exhibit B** to the motion.

16. WHEREFORE, the Debtors hereby ask this Court to enter an order (i) granting the foregoing Motion and allowing the Debtors to enter into the Agreement with Lifestyles Realty Dallas, Inc, substantially in the form attached hereto as **Exhibit B**; and (ii) granting such other and further relief to which the Debtors may be entitled.

Respectfully submitted: November 3, 2017

By: /s/Judith W. Ross

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**Counsel for Debtors and Debtors in Possession**

**MOTION FOR ORDER AUTHORIZING DEBTORS TO ENTER INTO LISTING AGREEMENT WITH LIFESTYLES REALTY DALLAS, INC.**

## Certificate of Service

I certify that on November 3, 2017, I served or caused to be served the foregoing document (i) electronically on the Electronic Case Filing System for the United States Bankruptcy Court for the Eastern District of Texas and (ii) by first class mail on the non-debtor/debtor professional parties listed on the most recent Limited Master Service List filed in these chapter 11 cases [Docket No. 235].

/s/ Rachael L. Smiley  
Rachael L. Smiley

**EXHIBIT A**

Properties to be listed for sale:

<b><u>Debtor</u></b>	<b><u>Property Description</u></b>	<b><u>Address</u></b>
Hahn Investments, LLC	Single Family 3 BR	1316 N. 8 <sup>th</sup> Street, Longview, TX 75601
Hahn Investments, LLC	Residential Duplex	601 Waggoner St., Longview, TX 75604
Hahn Investments, LLC	Single Family 3 BR	1403 Parkview Street, Longview, TX 75601
Hahn Investments, LLC	Single Family 3 BR	1405 Parkview Street, Longview, TX 75601
Hahn Investments, LLC	Single Family 3 BR	303 Drake Blvd., Longview, TX 75605
Hahn Investments, LLC	Loft Unit	302 25 <sup>th</sup> Street, Apt. B, Galveston, TX 77550



TEXAS ASSOCIATION OF REALTORS®

## RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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**1. PARTIES:** The parties to this agreement (this Listing) are:

Seller: Hahn Investments, LLC

Address: PO Box 351

City, State, Zip: Judson, TX 75660

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Broker: Lifestyles Realty Dallas, Inc.

Address: 106 Decker Ct. #300

City, State, Zip: Irving, TX

Phone: (214)452-4831

Fax: \_\_\_\_\_

E-Mail: lee@luinc.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

**2. PROPERTY:** "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot \_\_\_\_\_, Block \_\_\_\_\_, Addition, City of Hahn residences,  
in \_\_\_\_\_ County, Texas known as Exhibit A - attached (address/zip code),

or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate LCB and Seller \_\_\_\_\_, \_\_\_\_\_

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D. **Exclusions:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: na

E. **Owners' Association:** The property  is  is not subject to mandatory membership in a property owners' association.

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$ see Exhibit A- attached (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

A. This Listing begins on October 25, 2017 and ends at 11:59 p.m. on April 25, 2018.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER'S COMPENSATION:**

A. When earned and payable, Seller will pay Broker:

(1) 6.000 % of the sales price.

(2) \_\_\_\_\_

B. **Earned:** Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or ~~buyer must close/fund on subject property~~ *UCB*
- ~~(3) Seller breaches this Listing.~~ *UCB*

C. **Payable:** Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- ~~(2) Seller's refusal to sell the Property after Broker's compensation has been earned;~~ *UCB*
- ~~(3) Seller's breach of this Listing, or~~ *UCB*
- ~~(4) at such time as otherwise set forth in this Listing.~~ *UCB*

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. **Other Compensation:**

(1) **Breach by Buyer Under a Contract:** If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses,



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an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(2) **Service Providers:** If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

(3) **Other Fees and/or Reimbursable Expenses:** na

**E. Protection Period:**

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 180 days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.

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

(3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:

- (a) Seller agrees to sell the Property during the protection period;
- (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated; and
- (c) Seller is obligated to pay the other broker a fee for the sale.

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

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

**6. LISTING SERVICES:**

A. Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

**Notice:** MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

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B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) until \_\_\_\_\_ days after the date this Listing begins for the following purpose(s): \_\_\_\_\_

(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

C. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.

**Notice:** Seller acknowledges and understands that if this option is checked: (1) Seller's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

**7. ACCESS TO THE PROPERTY:**

A. **Authorizing Access:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:

- (1) access the Property at reasonable times;
- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

B. **Scheduling Companies:** Broker may engage the following companies to schedule appointments and to authorize others to access the Property: CSS

C. **Keybox:** A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

(1) Broker  is  is not authorized to place a keybox on the Property.

(2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

**8. COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate LCB and Seller \_\_\_\_\_

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- A. **MLS Participants:** If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: 3.000 % of the sales price or \$ \_\_\_\_\_ ; and
  - (2) if the other broker is a subagent: 3.000 % of the sales price or \$ \_\_\_\_\_ .
- B. **Non-MLS Brokers:** If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: na % of the sales price or \$ \_\_\_\_\_ ; and
  - (2) if the other broker is a subagent: na % of the sales price or \$ \_\_\_\_\_ .

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

- A. **Intermediary Status:** Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
  - (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
  - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- B. **No Intermediary Status:** Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

- Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**
- may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
  - may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
  - may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
  - may not treat a party to the transaction dishonestly; and
  - may not violate the Real Estate License Act.

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

**11. BROKER'S AUTHORITY:**

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

B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- (1) Seller does not want this Listing to be displayed on the Internet.
- (2) Seller does not want the address of the Property to be displayed on the Internet.

**Notice:** Seller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

C. Broker is authorized to market the Property with the following financing options:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input type="checkbox"/> (2) VA                      | <input type="checkbox"/> (6) Owner Financing             |
| <input type="checkbox"/> (3) FHA                     | <input checked="" type="checkbox"/> (7) Other            |
| <input checked="" type="checkbox"/> (4) Cash         |  |

D. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

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**12. SELLER'S REPRESENTATIONS:** Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;

~~LCB~~ Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except \_\_\_\_\_;

~~LCB~~ Seller is not aware of any liens or other encumbrances against the Property, except \_\_\_\_\_;

- ~~LCB~~ the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; and
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: \_\_\_\_\_.

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

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- ~~LCB~~ B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

**14. LIMITATION OF LIABILITY:**

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:
  - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
  - (2) other brokers or their associates who may have information about the Property on their websites;
  - (3) acts of third parties (for example, vandalism or theft);
  - (4) freezing water pipes;
  - (5) a dangerous condition on the Property;
  - (6) the Property's non-compliance with any law or ordinance; or
  - (7) Seller, negligently or otherwise.

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate LCB and Seller \_\_\_\_\_, \_\_\_\_\_

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- C. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:
- (1) are caused by Seller, negligently or otherwise;
  - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
  - (3) are caused by Seller giving incorrect information to any person.

**15. SPECIAL PROVISIONS:**

This agreement is subject to approval of the United States Bankruptcy Court for the Eastern District of Texas.

Seller prefers that the properties listed on Exhibit A be sold as one or more blocks, if possible.

If no sale or transfer of the Property is effected within the earlier of a) one (1) year, or b) such other time as is established by the Bankruptcy Court for such contemplated sale, and the Seller determines thereafter to convey the Property to the lender or secured party with a lien on said Property, then the Commission under this Section 3 is hereby waived in full by Agent, and Seller shall not be obligated or liable for the same.

- 16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.
- 18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 19. ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Listing and other documents that Seller may need to provide are:
- A. Information About Brokerage Services;
  - B. Seller Disclosure Notice (§5.008, Texas Property Code);
  - C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
  - D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
  - E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
  - F. Request for Information from an Owners' Association;
  - G. Request for Mortgage Information;
  - H. Information about Mineral Clauses in Contract Forms;
  - I. Information about On-Site Sewer Facility;
  - J. Information about Property Insurance for a Buyer or Seller;
  - K. Information about Special Flood Hazard Areas;
  - L. Condominium Addendum to Listing;
  - M. Keybox Authorization by Tenant;
  - N. Seller's Authorization to Release and Advertise Certain Information; and
  - O. **EXHIBIT "A" LONGVIEW, TX - HAHN SF PORTFOLIO**

**Longview TX SF Portfolio**  
**Hahn residences,**

Residential Listing concerning \_\_\_\_\_

**20. AGREEMENT OF PARTIES:**

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

**21. ADDITIONAL NOTICES:**

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.**
- D. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**
- E. **Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- F. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- G. **If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.**

DigiSign Verified: 6DBEAF5C-6B38-4A0D-B3B1-F99925B9D525

**Longview TX SF Portfolio**  
**Hahn residences,**

Residential Listing concerning \_\_\_\_\_

**H. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

**Lifestyles Realty Dallas, Inc.**

Broker's Printed Name **0563597** License No.

\_\_\_\_\_  
Seller's Printed Name

*Lee Cathey Bell* \_\_\_\_\_ 10-25-2017

\_\_\_\_\_  
Seller's Signature Date

Broker's Signature Date

Broker's Associate's Signature, as an authorized agent of Broker

**Lee Cathey-Bell**

Broker's Associate's Printed Name, if applicable \_\_\_\_\_

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Seller's Signature Date



EXHIBIT "A" LONGVIEW, TX- HAHN SF PORTFOLIO

1. 1403 PARKVIEW ST  
LONGVIEW, TX 75601

Legal Description: LT A (N PT LT A) BLK 524A INGRAM PARK

LIST PRICE \$80,000.00

2. 1405 PARKVIEW ST  
LONGVIEW, TX 75601

Legal Description: LTS 1 & 2 (N5' LT 1 & S65' LT 2) BLK 524A INGRAM PARK

List Price \$83,400.00

3. 601 A WAGGONER ST  
LONGVIEW, TX 75604

Legal Description: LT 20 BLK 3 (NCB 3329) HILLCREST

List Price \$90,000

4. 303 DRAKE BLVD  
LONGVIEW, TX 75605

Legal Description: LT G BLK 1206 L L WOOLEY #2

List Price \$99,000.00

5. 1316 EIGHTH  
LONGVIEW, TX 75601

Legal Description: LTS 21&28A BLK 2 (NCB 508) (W 7.5' LT 28) MELROSE

List Price \$80,000

- Galveston Loft (Houston Office)

302 25<sup>TH</sup> ST. APT.. B.

GALVESTON, TX 77550

Legal Description:

MECHANIC ST LOFTS CONDOS (2008) ABST 628, UNIT B, 15.94% COMMON AREA INTEREST

List Price \$210,000.00