

CAUSE NO. 26DCV0903

JONATHAN GARCIA, individually,	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
v.	§	
	§	CHAMBERS COUNTY, TEXAS
SOPHIA FILFIL; PROVIDENCE	§	
TITLE COMPANY; and DAMAC	§	
INVESTMENTS, LLC,	§	
Nominal Defendant,	§	
Defendants.	§	344TH JUDICIAL DISTRICT

**PLAINTIFF JONATHAN GARCIA’S VERIFIED APPLICATION FOR APPOINTMENT
OF A TEMPORARY RECEIVER FOR DAMAC INVESTMENTS, LLC, AT THE
EXPENSE OF DEFENDANT SOPHIA FILFIL**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Jonathan Garcia (“Garcia”), appearing pro se, applies for the appointment of a temporary receiver for Damac Investments, LLC (“Damac”), limited to preserving Damac’s rights in the Granbury transaction pending the resolution of this action, with the receiver’s fees and expenses to be advanced by, and ultimately taxed against, Defendant Sophia Filfil. Garcia asks the Court to grant this application if the Court modifies or declines to extend its Temporary Restraining Order of September 25, 2026, or permits Ms. Filfil to act for Damac, and otherwise to set it for hearing with Garcia’s application for temporary injunction. In support, Garcia shows:

I. FACTS

1. Damac is a Texas limited liability company formed October 21, 2022. Garcia was added as a member by Certificate of Amendment filed with the Texas Secretary of State on April 1, 2025. (Exhibit 1.)

2. On December 15, 2025, a Certificate of Amendment was filed adding Ms. Filfil as a member and deleting Garcia and Nicholas Ballard Herman, who had died on May 30, 2025. It was signed by no member of Damac. (Exhibit 2.) On March 5, 2026, Damac’s public information report named Ms. Filfil as “Manager” and listed Mr. Herman as a current member. (Exhibit 3.)

3. Damac is the buyer under a contract to purchase real property in Granbury, Hood County, Texas, with escrow at Providence Title Company, GF No. 13100025 (the “Granbury Transaction”). Ms. Filfil has told Garcia, in writing, that the Granbury Transaction is moving toward closing: “Granbury closing end of October” (August 30, 2026). She earlier asked him, the day after the amendment removing him was filed, “What company do You want to Jv for Granbury” (December 16, 2025), and told him, “U are the only one going to make money on Granbury” (June 16, 2026). (Exhibit 4.)

4. On November 25, 2025, Damac’s project engineer wrote that “Bilateral Energy will be closing on the property in December 2025, at which time Bilateral Energy will be taking over the development side of the project,” and Ms. Filfil replied that “Bilateral is the buyer for us” and “All contracts are moved to bilateral energy.” (Exhibit 5.)

5. On September 25, 2026, this Court restrained Ms. Filfil from executing instruments in Damac’s name, assigning or transferring Damac’s rights in the Granbury Transaction, instructing any title company to close or disburse it, and filing documents with the Secretary of State for Damac. That order expires fourteen days after signing unless extended.

6. On September 29, 2026, Ms. Filfil asked this Court to vacate that order or to modify it so that she may execute documents for Damac. In support she filed a purported Damac “Operating Agreement” dated October 21, 2022 that names her as Damac’s 100% member, names “Beneficial Trust c/o Sophia Filfil” as manager, and is signed by her alone as “Chief Operating Officer” — a document that Garcia had never seen and that cannot be reconciled with the public record or with Ms. Filfil’s own positions: (a) if she had been Damac’s 100% member since 2022, there would have been no need, on December 15, 2025, to file an amendment adding “Sophia Filfil, Title: Member”; (b) it ignores the April 1, 2025 filing adding Garcia as a member; (c) Damac’s March 5, 2026 report listed Nick Herman, who died May 30, 2025, as a current member, while the agreement lists no other member; and (d) in Harris County her companies plead that she is Damac’s “sole member,” in this Court she calls herself its “only Manager of record,” and the agreement names a trust as manager and is signed by her only as “Chief Operating Officer,” an office it does not create. (Exhibits 1–3.)

7. Damac has no officers, employees, or manager whose authority is undisputed. Each person who claims to control it — Ms. Filfil and Garcia — is a party to this action.

II. GROUNDS

8. A court may appoint a receiver in an action between partners or others jointly owning or interested in any property or fund, on application of a party who shows a probable interest in or right to the property and that it is in danger of being lost, removed, or materially injured. Tex. Civ. Prac. & Rem. Code § 64.001(a)(3), (b). A court may also appoint a receiver for the property and business of a domestic entity in an action by an owner or member where its governing persons are deadlocked or its property is being misapplied or wasted, and other available remedies are inadequate. Tex. Bus. Orgs. Code §§ 11.404(a)(1), 11.405(a).

9. *Probable interest.* Garcia is a member of Damac of record under the Secretary of State's April 1, 2025 filing. (Exhibit 1.) His removal rests on a filing no member signed. (Exhibit 2.)

10. *Danger of loss.* Damac's principal asset is its position as buyer in the Granbury Transaction. Ms. Filfil has said that it is closing "end of October" and that Damac's contracts were "moved to bilateral energy." (Exhibits 4, 5.) If the transaction is closed, assigned, or funded on the instruction of a person whose authority is disputed, Damac's rights will be lost and cannot be restored.

11. *Deadlock and inadequacy of other remedies.* No one can act for Damac without the authority of one side of this dispute being assumed. Ms. Filfil has asked the Court to let her act for Damac; Garcia opposes that. If the Court's restraining order is modified to allow anyone to act for Damac, or lapses, an injunction will no longer protect Damac's rights, and only a neutral receiver can both let Damac act and keep its assets safe.

III. LIMITED POWERS REQUESTED

12. Garcia asks that the receiver be a neutral person with no connection to either party, and that the receiver's powers be limited to: (a) taking control of Damac's rights, documents, and funds relating to the Granbury Transaction; (b) receiving all notices addressed to Damac, including from Providence Title Company and the seller; (c) taking such steps as are necessary

to preserve Damac's contract rights, including requesting extensions; (d) appearing for Damac in litigation through counsel approved by the Court; and (e) reporting to the Court within thirty days. The receiver should not close, assign, fund, or disburse the Granbury Transaction, or sell or encumber any Damac asset, without further order of the Court after notice to all parties.

IV. THE RECEIVER'S FEES SHOULD BE BORNE BY MS. FILFIL

13. The need for a receiver arises from Ms. Filfil's own conduct: the December 15, 2025 filing that no member signed, the March 5, 2026 report listing a deceased member, the suit she caused Damac to file in Harris County on that disputed authority, and her request to act for Damac on an undisclosed agreement. Garcia asks the Court to order Ms. Filfil to deposit \$50,000 with the registry of the Court to secure the receiver's fees and expenses, and to tax all costs of the receivership against her at the conclusion of the case.

14. The \$50,000 deposit is a reasonable estimate of the cost of a limited receivership through the temporary-injunction stage and the near term of this case. The receiver will need to review the Granbury purchase contract, its amendments, and the Providence Title escrow file; communicate with the seller, the title company, the project engineer, and any proposed assignee; seek any necessary extension of the contract's deadlines, including the closing that Ms. Filfil has said is set for the end of October; appear, through approved counsel, in this action and in the related Harris County action, Cause No. 2026-70357, in which Damac is a named plaintiff; and file reports with the Court. A receivership of that scope will require the time of the receiver and of the receiver's counsel, together with the premium on the receiver's bond and related expenses. Any amount not used will remain in the registry subject to further order, and Garcia asks the Court to adjust the deposit if the receiver's actual needs differ. The Granbury Transaction is a data-center land acquisition with a contract sales price in the tens of millions of dollars: the March 28, 2025 amendment that Garcia signed for Damac shows a sales price of \$83,043,920.00, revised by hand to \$85,043,920.00 and then to \$90,000,000. (Exhibit 6.) Against a transaction of that size, and Garcia's claimed share of its value, a \$50,000 deposit to fund a neutral receiver that protects Damac's position is modest and proportionate. In the alternative, Garcia asks that the receiver's fees be paid initially from Damac's assets, subject to reallocation against Ms. Filfil.

V. BOND

15. Garcia is prepared to post the applicant's bond required by Texas Rule of Civil Procedure 695a and asks that it be set at \$100, the same amount this Court set for its Temporary Restraining Order, because the receivership requested is limited to preserving Damac's existing rights, authorizes no sale, closing, assignment, or disbursement without further order, and therefore presents no realistic risk of loss to any party.

VI. PRAYER

Garcia respectfully asks the Court to set this application for hearing; to appoint a neutral temporary receiver for Damac Investments, LLC with the limited powers described in Part III if the Court modifies or declines to extend its Temporary Restraining Order or permits any party to act for Damac; to order Ms. Filfil to deposit \$50,000 into the registry of the Court to secure the receiver's fees and expenses and to tax all receivership costs against her; to set the applicant's bond at \$100; and to grant Garcia all other relief to which he is entitled.

Respectfully submitted,

/s/ Jonathan Garcia

JONATHAN GARCIA, pro se

[REDACTED]

[REDACTED]

Tel. [REDACTED]

Jon.garcia.a@gmail.com

PLAINTIFF

VERIFICATION — UNSWORN DECLARATION

My name is Jonathan Garcia, my [REDACTED]

[REDACTED]

Plaintiff in this case. The facts stated in paragraphs 1 through 7 of this application are within my personal knowledge or are shown by the documents described, and are true and correct. Exhibits 1, 2, and 3 are true and correct copies of records of the Texas Secretary of State for Damac Investments, LLC. Exhibit 4 is a true and correct reproduction of iMessages between Sophia Filfil and me, exported from my iPhone using iMazing; the text of each message is verbatim. Exhibit 5 is a true and correct copy of emails as they appear in my email account. Exhibit 6 is a true and correct copy of the contract amendment I signed for the buyer. I declare under penalty of perjury that the foregoing is true and correct. Tex. Civ. Prac. & Rem. Code § 132.001.

Executed in Orange County, State of Florida, on the ____ day of _____, 2026.

/s/ Jonathan Garcia

Jonathan Garcia, Declarant

CERTIFICATE OF CONFERENCE

I certify that on _____, 2026, I emailed Connor J. Smith, counsel for Defendant Sophia Filfil, at csmith@dorelaw.com, asking whether Ms. Filfil opposes the relief requested in this application. Counsel did not agree to the relief before this application was filed.

/s/ Jonathan Garcia

Jonathan Garcia

CERTIFICATE OF SERVICE

I certify that on _____, 2026, a true and correct copy of this application was served on all counsel and parties of record through the electronic filing manager under Texas Rule of Civil Procedure 21a, including Connor J. Smith, Doré Rothberg Law, P.C., csmith@dorelaw.com, counsel for Defendant Sophia Filfil, and Providence Title Company.

/s/ Jonathan Garcia

Jonathan Garcia

INDEX OF EXHIBITS

Exhibit 1 — Certificate of Amendment, Damac Investments, LLC, filed April 1, 2025, adding “Member: JONATHAN GARCIA”

Exhibit 2 — Certificate of Amendment, Damac Investments, LLC, filed December 15, 2025

Exhibit 3 — Texas Franchise Tax Public Information Report, Damac Investments, LLC, filed March 5, 2026

Exhibit 4 — iMessages concerning the Granbury transaction (December 2025 – August 2026)

Exhibit 5 — Emails of November 25, 2025 (Bilateral Energy “will be closing on the property in December 2025”)

Exhibit 6 — Commercial Contract Amendment, effective March 28, 2025, signed by Garcia for the buyer, “Damac Investments &/or Assigns” (sales price)

EXHIBIT 1

Certificate of Amendment, Damac Investments, LLC

Filed with the Texas Secretary of State April 1, 2025 (Document No. 1465837290002)

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
[REDACTED]

FAX: 512/463-5709

Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

DAMAC INVESTMENTS LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Professional Limited Liability Company

☐ Cooperative Association

☐ Professional Association

☒ Limited Liability Company

☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 804779451

The date of formation of the entity is: October 21, 2022

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

First Name	M.I.	Last Name	Suffix
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The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box)	City	State	Zip Code
		TX	

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☒ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Member: JONATHAN GARCIA [REDACTED] Suite 700 Houston, Texas 77084

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 04/01/2025

By: Registered Agents Inc.

Robin Jones
Signature of authorized person

Authorized Representative - Robin Jones on behalf of Registered Agents Inc.

Printed or typed name of authorized person (see instructions)

Print

Reset

EXHIBIT 2

Certificate of Amendment, Damac Investments, LLC

Filed with the Texas Secretary of State December 15, 2025 (Document No. 1542200210003)

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
[REDACTED]

FAX: 512/463-5709

Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

DAMAC INVESTMENTS LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Professional Limited Liability Company

☐ Cooperative Association

☐ Professional Association

☒ Limited Liability Company

☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 804779451

The date of formation of the entity is: 10/21/2022

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

First Name

M.I.

Last Name

Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box)

City

TX

State Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☒ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Sophia Filfil

Title: Member

Address: 5900 BALCONES DRIVE STE 100

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☒ **Delete** each of the provisions identified below from the certificate of formation.

Nick Herman

&

Jonathan Garcia

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

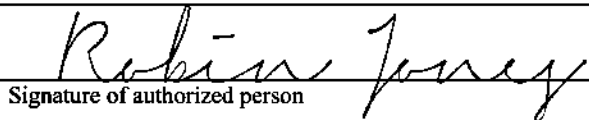
- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/15/2025

By: Registered Agents Inc.


Signature of authorized person

Authorized Representative - Robin Jones on behalf of Registered Agents Inc.

Printed or typed name of authorized person (see instructions)

Print

Reset

EXHIBIT 3

Texas Franchise Tax Public Information Report, Damac Investments, LLC

Filed March 5, 2026 (Document No. 1604392840001)



Comptroller of Public Accounts
FORM 05-102 (Rev. 9-11/30)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report **MUST** be signed and filed to satisfy franchise tax requirements

■ Tcode 13196 Franchise

■ Taxpayer number

3 2 0 8 6 8 5 8 1 0 0

■ Report year

2 0 2 6

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you.

Taxpayer name

DAMAC INVESTMENTS LLC

Mailing address

5900 BALCONES DR STE 100

Secretary of State (SOS) file number or
Comptroller file number

City

AUSTIN

State

TX

ZIP Code

78731

Plus 4

0804779451

○ Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office

Principal place of business

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



3208685810026

SECTION A Name, title and mailing address of each officer, director or manager.

Name SOPHIA FILFIL	Title MANAGER	Director ☐ YES	Term expiration m m d d y y
Mailing address 5900 BALCONES DRIVE, STE 100	City AUSTIN	State TX	ZIP Code 78731
Name nick herman	Title Member	Director ☐ YES	Term expiration m m d d y y
Mailing address 5900 BALCONES DRIVE STE 100	City AUSTIN	State TX	ZIP Code 78731
Name	Title	Director ☐ YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
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Registered agent and registered office currently on file. (see instructions if you need to make changes)

Agent: **REGISTERED AGENTS INC.**

○ Blacken circle if you need forms to change the registered agent or registered office information.

Office: **5900 BALCONES DRIVE STE 100**

City

AUSTIN

State

TX

ZIP Code

78731

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here **Robin Jones**

Title

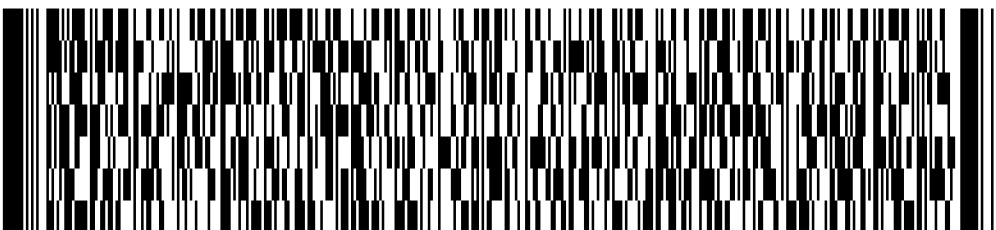
Electronic

Date

03-05-2026

Area code and phone number

Texas Comptroller Official Use Only



VE/DE	☐	PIR IND	☐
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EXHIBIT 4

iMessages concerning the Granbury transaction
Sophia Filfil ([REDACTED]) and Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation “Sophia Hotel,” arranged in iMessage layout. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Each shows its date, time, and export page number.



Sophia Hotel (Sophia Filfil)
iMessage · [REDACTED]

Granbury

What company do You want to Jv for Granbury

Filfil · 12/16/25 7:03 PM EST · Export p. 2339

U are the only one going to make money on Granbury

Filfil · 6/16/26 4:54 PM EDT · Export p. 2599

Just give me graberry

Garcia · 8/30/26 8:39 AM EDT · Export p. 2893

Granbury closing end of October

Filfil · 8/30/26 8:39 AM EDT · Export p. 2893

U will get ur money

Filfil · 8/30/26 8:39 AM EDT · Export p. 2893

EXHIBIT 5

Emails of November 25, 2025 — Granbury Data Center

Alexander J. Van Duzer (CEC) to Plaintiff, copying Sophia Filfil; and Sophia Filfil's reply, copying Plaintiff

Granbury Data Center Outstanding Invoices

From: Van Duzer, Alex <avanduzer@cecinc.com>

Date: Tuesday, November 25, 2025, 4:03 p.m. CST

To: Jon Garcia <jon.garcia.a@gmail.com>

Cc: Sophia@gardenburedevelopment.com

Attachments: Invoice Project 354-320 (Sept. 8, 2025); Invoice Project 354-320 (Oct. 14, 2025); Invoice Project 354-320 (Nov. 11, 2025)

Mr. Garcia,

We understand that Bilateral Energy will be closing on the property in December 2025, at which time Bilateral Energy will be taking over the development side of the project. This is very exciting, and we look forward to the successful transaction.

We currently have outstanding invoices for this project, please see attached. In accordance with Section 7.0 of our Terms and Conditions, CEC will be pausing work effective today until payment on the outstanding invoices have been received. Please note that CEC is entitled to 1.5% interest per month for past due amounts and we will initiate these interest charges within our next billing cycle until outstanding accounts receivable have been collected.

We appreciate your assistance with this matter. Please feel free to call me if you have any questions.

Sincerely,

Alexander J. Van Duzer, P.E. | Principal
Civil & Environmental Consultants, Inc.

[REDACTED]

[Confidentiality notice omitted.]

Re: Granbury Data Center Outstanding Invoices

From: Sophia Filfil <sophia@gardenburedevelopment.com>

Date: Tuesday, November 25, 2025, 4:06 p.m. CST

To: avanduzer@cecinc.com

Cc: jon.garcia.a@gmail.com

Alex,

Jon Garcia, is my partner in this project.
Bilateral is the buyer for us.

Are we paying interest or bilateral needs to pay ?
All contracts are moved to bilateral energy .

Please call me.

Sophia

Sent from my iPhone

[Quoted copy of Mr. Van Duzer's email above omitted.]

Printed from the Gmail account of Jonathan Garcia (jon.garcia.a@gmail.com). Times shown in U.S. Central time. The original messages, with full headers and attachments, are preserved and available on request.

EXHIBIT 6

Commercial Contract Amendment (TXR-1932) — [REDACTED] (Exhibit “C” property)

Effective March 28, 2025. Seller: Granbury Reddy Land Partners, by Dr. Malladi Reddy as POA.
Buyer: “Damac Investments &/or Assigns,” signed by Jonathan Garcia, printed name Jonathan
Garcia. Prepared by Yaalx Realty Group, LLC (Zach Peters). Signed by Jonathan Garcia and
returned to Zach Peters, copying Sophia Filfil, on April 1, 2025.
Signed copy as returned April 1, 2025 follows



COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED
©Texas Association of REALTORS®, Inc., 2022

AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

See Exhibit "C", Granbury, 76048

Effective March 28, 2025, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- ☒ A. **Sales Price:** The sales price in Paragraph 3 of the contract is changed to: 90 million 90,000,000
Cash portion payable by Buyer at closing. 85,043,920.00
Sum of all financing described in the contract. \$ 4,956,080.00
Sales price (sum of cash portion and sum of all financing) \$ 90,000,000.00
- ☐ B. **Property Description:** The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit For giving extension until Jan 2026 or as follows: The price is adjusted to be 90,000,000 - 90 million Dollars - Mr
- ☐ C. **Repairs:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

- ☒ D. **Extension of Feasibility Period:** Prior to the expiration of the feasibility period, Buyer may extend the feasibility period until 11:59 p.m. on December 15, 2025 (date) by delivering \$ _____ to the title company as additional earnest money.
- (1) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph D, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.
- (2) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
- (a) The additional independent consideration.
- (b) (Check no boxes or only one box.)
☐ all or ☐ \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under the contract.

If no dollar amount is stated in this Paragraph D as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

- ☐ E. Extension of Financing Deadline: The deadline for Buyer to give notice of inability to obtain the:
- ☐ (1) Third party loan(s) described in Subparagraph A(2) of the Commercial Contract Financing Addendum is extended until _____ (date).
 - ☐ (2) Assumption approval described in Subparagraph B(6) of the Commercial Contract Financing Addendum is extended until _____ (date).
 - ☐ (3) Buyer has paid Seller additional consideration of \$ _____ for the extension financing deadline. This additional consideration ☐ will ☐ will not be credited to the sales price upon the closing of the sale.
- ☐ F. Closing: The closing date in Paragraph 10A of the contract is changed to _____.
- ☐ G. Expenses: At closing Seller will pay the first \$ _____ of Buyer's expenses under Paragraph 13 of the contract.
- ☐ H. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- ☐ I. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- ☒ J. Other Modifications:
Closing to occur within 60 days of the end of the feasibility period.

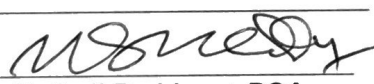
Buyer will be creating a new entity for the purposes of this project. Change is subject to approval of development agreements from the county (approx 6mo working time, to rectify issues relating to: Substantial Wetlands from 2 creeks, power supply/electrical, active oil wells & pumps, and active pipelines)

Seller: Granbury Reddy Land Partners

Buyer: Damac Investments &/or Assigns

By: _____

By: _____

By (signature): 

Printed Name: **Dr Malladi Reddy, as POA**

Title: **POA, Granbury Reddy Land Partners**

By (signature): _____

Printed Name: **Jonathan Garcia**

Title: **Partner**

By: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By (signature): _____

Printed Name: _____

Title: _____