

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE

We (FIDELITY NATIONAL TITLE INSURANCE) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Authorized Countersignature

Fidelity National Title Insurance Company

(SEAL)

ATTEST

Laredo Title & Abstract, Ltd. 415 Shiloh Dr Laredo, TX 78045 Tel: (956) 726-9665

Fax: (956) 726-9676

L A R E D O -TITLE & ABSTRACT-

CONDITIONS AND STIPULATIONS

- l. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
- 2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

| Effective Dat | e: January 22, 2019, 08:00 am | GF No. 14160-19 |
|---------------|---|--|
| Commitment | : No | _, issued January 31, 2019, 08:00 am |
| 1. The polic | y or policies to be issued are: | |
| a. | OWNER'S POLICY OF TITLE IN (Not applicable for improved one Policy Amount: PROPOSED INSURED: | NSURANCE (Form T-1) e-to-four family residential real estate) |
| b. | TEXAS RESIDENTIAL OWNER ONE-TO-FOUR FAMILY RESID Policy Amount: PROPOSED INSURED: TBD | 'S POLICY OF TITLE INSURANCE ENCES (Form T-1R) |
| C. | LOAN POLICY OF TITLE INSUIPOLICY Amount: PROPOSED INSURED: Proposed Borrower: TBD | RANCE (Form T-2) |
| d. | TEXAS SHORT FORM RESIDE (Form T-2R) Policy Amount: PROPOSED INSURED: Proposed Borrower: | ENTIAL LOAN POLICY OF TITLE INSURANCE |
| e. | LOAN TITLE POLICY BINDER (Form T-13) Binder Amount: PROPOSED INSURED: Proposed Borrower: | R ON INTERIM CONSTRUCTION LOAN |
| f. | OTHER | |

- 2. The interest in the land covered by this Commitment is: Fee Simple
- 3. Record title to the land on the Effective Date appears to be vested in:

United States of America

Policy Amount:

PROPOSED INSURED:

4. Legal description of land:

Situated in Webb County, Texas and being Lot Number One (1), in Block Number Eighty-One (81), EASTERN DIVISION, situated in the City of Laredo, as per THE George W. Sprague Replat of said block recorded in Volume 98, Page 81, Webb County Deed Records and Volume 1, Page 1, Webb County Plat Records.

Countersigned

Laredo Title & Abstract, Ltd.

By Authorized Signator

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

- 1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
- 4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

- 5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
- 6. The terms and conditions of the documents creating your interest in the land.
- 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
- 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

- 9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. Rights of parties in possession.
 - b. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.
 - c. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - d. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are in effect, relating to the hereinabove described property, or any part thereof.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

- 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- 2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- 3. You must pay the seller or borrower the agreed amount for your property or interest.
- 4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
- 5. Affidavit as to Debts, Liens, Facts and Indemnity Agreement showing a negative answer to all sections must be executed by the Buyer/Seller and furnished to the company. If any matter is revealed in the Affidavit, the policy will be issued subject to the same, or other requirements with respect to the issuance of the policy will be made by the company. If a tenant or any other person is revealed to be in possession of or occupying the property, an exception to such tenant's rights will be made in the policy, unless the tenant executes the company's form of tenant's consent.
- 6. Rights of parties in possession Waiver of Inspection is to be signed by buyer. Unless the buyer executes the company's form or buyer's Waiver of Inspection, authorizing the insertion of exceptions under Schedule "B" pertaining to rights of parties in possession and visible and apparent easements, an inspection of the property will be undertaken and an inspection fee charged, and the policy will be issued subject to any matter revealed thereby.
- 7. Note to Closer: Company finds no outstanding lien of record, please inquire.

- 8. Note: Any applicable endorsements will be issued to the proposed insured, and a fee charged. Unless specifically denied by the proposed insured. (Mortgagee and Owners Title Policies)
- 9. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks.
- 10. Company requires a Release of Notice of Lis Pendens dated February 25, 2015, against Ismael Trejo Nava and Raquel Margarita Ramos Jimenez by United States of America, recorded in Volume 3753, Page(s) 6, Webb County Official Public Records.
- 11. Company must be provided with evidence that the Charter for United States of America is in good standing and Certificate of Incumbency or other documentation authorizing the proper person to sign on behalf of said entity.
- 12. Company requires payment in full of any and all fees, taxes and costs in connection with Tax Cause No. 2016TXA000531D1 on the herein described property, filed in the District Clerk's Office of Webb County, Texas. We require satisfactory disposition of said suit.

Countersigned

Laredo Title & Abstract, Ltd.

Authorized Signator

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 14160-19

Officers:

Effective Date: January 22, 2019, 08:00 am

Directors:

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

 The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Fidelity National Title Insurance Company, a California corporation:

Raymond Randall Quirk

Anthony John Park

Michael Louis Gravelle

Daniel Kennedy Murphy

President

Executive Vice President

Secretary

Treasurer

Raymond Randall Quirk

Anthony John Park

Michael Louis Gravelle

Michael Louis Gravelle

Fidelity National Financial, Inc. owns 100% of FNTG Holdings, Inc., which owns 100% of Fidelity National Title Group, Inc., which owns 100% of **Fidelity National Title Insurance Company**.

2. AGENT: Laredo Title & Abstract, LTD

Shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:

Laredo Title Management Company, LLC , General Partner; Leticia Guajardo Martinez, Limited Partner; AP Ventures, LLC, Limited Partner

Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:

Laredo Title Management Company, L.L.C. - Leticia Guajardo Martinez; AP Ventures, LLC - Alfonso L. Arguindegui, Sigifredo Perez, III

The following persons are officers and directors of the Title Insurance Agent:

Leticia Guajardo Martinez, Limited Partner; Sigifredo Perez, III, Limited Partner; Alfonso L. Arguindegui, Limited Partner

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

| Owner's Policy | \$238.00 |
|---------------------|----------|
| Loan Policy | \$100.00 |
| Endorsement Charges | \$0.00 |
| Other | \$0.00 |
| Total | \$338.00 |

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company: 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount To Whom For Services

[&]quot; *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions

section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 654-7041 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

| competent jurisdiction." | | |
|--------------------------|------|--|
| | | |
| SIGNATURE | DATE | |