

| | | | | | | |
|--|--|--|--|---|-----------------|--|
| A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT | | B. TYPE OF LOAN | | | | |
| | | 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. | | | | |
| | | 6. FILE NUMBER: 913323 | | | 7. LOAN NUMBER: | |
| | | 8. MORTGAGE INS CASE NUMBER: | | | | |
| C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> | | | | | | |
| D. NAME AND ADDRESS OF BUYER: Hidalgo County, Texas %Atlas Hall & Rodriguez, 818 Pecan McAllen, TX 78502-3725 | | E. NAME AND ADDRESS OF SELLER: EIA PROPERTIES, LTD P.O. Box 118 Edinburg, TX 78540 | | F. NAME AND ADDRESS OF LENDER: | | |
| G. PROPERTY LOCATION: Blocks 231, 232, 253, and 254 EDINBURG TOWNSITE Edinburg, TX 78539 Hidalgo County, Texas Blocks 231, 232, 253, and 254 EDINBURG TOWNSITE | | H. SETTLEMENT AGENT: Edwards Abstract and Title Co. PLACE OF SETTLEMENT: 3111 W. Freddy Gonzalez Drive Edinburg, TX 78539 | | I. SETTLEMENT DATE: DISBURSEMENT DATE: | | |

| J. SUMMARY OF BUYER'S TRANSACTION | |
|--|---------------------|
| 100. GROSS AMOUNT DUE FROM BUYER: | |
| 101. Contract sales price | 1,000,000.00 |
| 102. Personal property | |
| 103. Settlement charges to buyer (line 1400) | 14,221.97 |
| 104. | |
| 105. | |
| <i>Adjustments for items paid by seller in advance</i> | |
| 106. City/Town taxes | |
| 107. County taxes | |
| 108. Assessments | |
| 109. | |
| 110. | |
| 111. | |
| 112. | |
| 120. GROSS AMOUNT DUE FROM BUYER | 1,014,221.97 |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BUYER: | |
| 201. Deposit or earnest money | |
| 202. Principal amount of new loan(s) | |
| 203. Existing loan(s) taken subject to | |
| 204. | |
| 205. | |
| 206. NO TAX PRORATIONS (EXEMPT) | |
| 207. | |
| 208. | |
| 209. | |
| <i>Adjustments for items unpaid by seller</i> | |
| 210. City/Town taxes | |
| 211. County taxes | |
| 212. Assessments | |
| 213. | |
| 214. | |
| 215. | |
| 216. | |
| 217. | |
| 218. | |
| 219. | |
| 220. TOTAL PAID BY/FOR BUYER | 0.00 |
| 300. CASH AT SETTLEMENT FROM/TO BUYER: | |
| 301. Gross amount due from Buyer (Line 120) | 1,014,221.97 |
| 302. Less amount paid by/for Buyer (Line 220) | () |
| 303. CASH FROM BUYER | 1,014,221.97 |

| K. SUMMARY OF SELLER'S TRANSACTION | |
|--|---------------------|
| 400. GROSS AMOUNT DUE TO SELLER: | |
| 401. Contract sales price | 1,000,000.00 |
| 402. Personal property | |
| 403. | |
| 404. | |
| 405. | |
| <i>Adjustments for items paid by seller in advance</i> | |
| 406. City/Town taxes | |
| 407. County taxes | |
| 408. Assessments | |
| 409. | |
| 410. | |
| 411. | |
| 412. | |
| 420. GROSS AMOUNT DUE TO SELLER | 1,000,000.00 |
| 500. REDUCTIONS IN AMOUNT DUE TO SELLER: | |
| 501. Excess deposit (see instructions) | |
| 502. Settlement charges to seller (line 1400) | |
| 503. Existing loan(s) taken subject to | |
| 504. Payoff of first mortgage loan | |
| 505. Payoff of second mortgage loan | |
| 506. NO TAX PRORATIONS (EXEMPT) | |
| 507. | |
| 508. | |
| 509. | |
| <i>Adjustments for items unpaid by seller</i> | |
| 510. City/Town taxes | |
| 511. County taxes | |
| 512. Assessments | |
| 513. | |
| 514. | |
| 515. | |
| 516. | |
| 517. | |
| 518. | |
| 519. | |
| 520. TOTAL REDUCTION AMOUNT DUE SELLER | 0.00 |
| 600. CASH AT SETTLEMENT TO/FROM SELLER: | |
| 601. Gross amount due to Seller (Line 420) | 1,000,000.00 |
| 602. Less reductions due Seller (Line 520) | (0.00) |
| 603. CASH TO SELLER | 1,000,000.00 |

L. SETTLEMENT CHARGES

| 700. TOTAL COMMISSION Based on Price | | | | \$ | @ | % | PAID FROM BUYER'S FUNDS AT SETTLEMENT | PAID FROM SELLER'S FUNDS AT SETTLEMENT |
|--|------------------------------------|-----------------|--|--------------------|-----------|----------|---------------------------------------|--|
| Division of Commission (line 700) as Follows: | | | | | | | | |
| 701. | to | | | | | | | |
| 702. | to | | | | | | | |
| 703. | Commission Paid at Settlement | | | | | | | |
| 704. | to | | | | | | | |
| 800. ITEMS PAYABLE IN CONNECTION WITH LOAN | | | | | | | | |
| 801. | Loan Origination Fee | % | to | | | | | |
| 802. | Loan Discount | % | to | | | | | |
| 803. | Appraisal fee | | to | | | | | |
| 804. | Credit report | | to | | | | | |
| 805. | Lender's inspection fee | | to | | | | | |
| 806. | Mortgage insurance application fee | | to | | | | | |
| 807. | Assumption fee | | to | | | | | |
| 808. | | | to | | | | | |
| 809. | | | to | | | | | |
| 810. | | | to | | | | | |
| 811. | | | to | | | | | |
| 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE | | | | | | | | |
| 901. | Interest From | to | @ | \$ | /day | | | |
| 902. | Mortgage insurance premium | for | month | to | | | | |
| 903. | Hazard insurance premium | for | year | to | | | | |
| 904. | | for | year | to | | | | |
| 905. | | | to | | | | | |
| 1000. RESERVES DEPOSITED WITH LENDER | | | | | | | | |
| 1001. | Hazard insurance | Months | @ | \$ | per Month | | | |
| 1002. | Mortgage insurance | Months | @ | \$ | per Month | | | |
| 1003. | City property taxes | Months | @ | \$ | per Month | | | |
| 1004. | County property taxes | Months | @ | \$ | per Month | | | |
| 1005. | Annual assessments | Months | @ | \$ | per Month | | | |
| 1006. | | Months | @ | \$ | per Month | | | |
| 1007. | | Months | @ | \$ | per Month | | | |
| 1008. | | Months | @ | \$ | per Month | | | |
| 1100. TITLE CHARGES | | | | | | | | |
| 1101. | Settlement or closing fee | | to | | | | | |
| 1102. | Abstract or title search | | to | | | | | |
| 1103. | Title examination | | to | | | | | |
| 1104. | Title insurance binder | | to | | | | | |
| 1105. | Document preparation | | to | | | | | |
| 1106. | Notary fees | | to | | | | | |
| 1107. | Attorney's fees | | to | | | | | |
| | (includes above item numbers: | |) | | | | | |
| 1108. | Owner's policy premium | to | Edwards Abstract and Title Co. | | | 5,861.00 | | |
| | (includes above item numbers: | |) | | | | | |
| 1109. | Lender's coverage | | | | | | | |
| 1110. | Owner's coverage | \$ 1,000,000.00 | | | 5,861.00 | | | |
| 1111. | Escrow Fee | to | Edwards Abstract and Title Co. | | | 600.00 | | |
| 1112. | Delivery Fees | to | Hidalgo & Cameron Delivery Service | | | 15.00 | | |
| 1113. | E-Recording Fees | to | Edwards Abstract and Title Co. | | | 3.00 | | |
| 1114. | Tax Service Fee | to | Hidalgo and Cameron Counties Tax Service & D | | | 123.97 | | |
| 1115. | Guaranty Fee - Owner's Policy | to | Texas Title Insurance Guaranty Association | | | 3.00 | | |
| 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES | | | | | | | | |
| 1201. | Recording fees: Deed | | ; Mortgage | \$ 116.00; | Releases | 116.00 | | |
| 1202. | City/County tax/stamps: Deed | | ; Mortgage | | | | | |
| 1203. | State tax/stamps: Deed | | ; Mortgage | | | | | |
| 1204. | | to | | | | | | |
| 1205. | | to | | | | | | |
| 1300. ADDITIONAL SETTLEMENT CHARGES | | | | | | | | |
| 1301. | Survey | | to | | | | | |
| 1302. | Pest inspection | | to | | | | | |
| 1303. | Appraisal | | to | Garza & Associates | | 7,500.00 | | |
| 1304. | | | to | | | | | |
| 1305. | | | to | | | | | |
| 1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K) | | | | | | | 14,221.97 | 0.00 |

HUD-1, Attachment

Buyer: Hidalgo County, Texas
%Atlas Hall & Rodriguez, 818 Pecan
McAllen, TX 78502-3725

Seller: EIA PROPERTIES, LTD
P.O. Box 118
Edinburg, TX 78540

Lender:

Settlement Agent: Edwards Abstract and Title Co.
(956)383-4951

Place of Settlement: 3111 W. Freddy Gonzalez Drive
Edinburg, TX 78539

Settlement Date:

Disbursement Date:

Property Location: Blocks 231, 232, 253, and 254 EDINBURG TOWNSITE
Edinburg, TX 78539
Hidalgo County, Texas
Blocks 231, 232, 253, and 254 EDINBURG TOWNSITE

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Purchasers/Borrowers:

Hidalgo County, Texas

BY: _____
Name: _____
Title: _____

Date

Sellers:

EIA PROPERTIES, LTD.

By: EIA Management, LLC, its General Partner

BY: _____
Lorin Runnels, Vice President

Date

Peter S. Pauley

Date

FCT Real Estate Holdings, Ltd.

BY: _____
Name: _____
Title: _____

Date

Oso Bailando, Ltd

BY: _____
Name: _____
Title: _____

Date

Frost Bank as Co Trustere of the Genevieve
TarltonDougherty Trust No. 2 for Ben Vaughan, III;
as Co-Trustee of the Genevieve Tarlton Dougherty
Trust No. 2 for Genevieve Vaughan; and as Trustee
of the Melissa Dougherty Exempt Subshare Trust

Date

BY: _____
Name: _____
Title: _____

Date

Melissa K. Dougherty

Date

Ben F. Vaughan, III, as Co-Trustee of the Genevieve
Tarlton Dougherty Trust No. 2 for Ben VAughan, III;
as Co-Trustee of the Genevieve Tarlton Dougherty
Trust No. 2 for Genevieve Vaughan; and as Trustee
of the Ben F. Vaughan, III Revocable Trust

Date

Genevieve Vaughan

Date

Wells Fargo Bank, N.A., as Trustee of the
Kevin F. Dougherty Exempt Subshare Trust

BY: _____
Name: _____
Title: _____

Date

Mary Patricia Dougherty, Trustee of the
Mary Patricia Dougherty Trust

Date

Stephen Tarlton Dougherty

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Edwards Abstract and Title Co.

Date: _____

SELLER'S AND/OR PURCHASER'S STATEMENT Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for check writing and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Purchasers/Borrowers:

Hidalgo County, Texas

BY: _____
Name: _____
Title: _____

Date

Sellers:

EIA PROPERTIES, LTD.

By: EIA Management, LLC, its General Partner

BY: _____
Lorin Runnels, Vice President

Date

FCT Real Estate Holdings, Ltd.

BY: _____
Name: _____
Title: _____

Date

Oso Bailando, Ltd

BY: _____
Name: _____
Title: _____

Date

Frost Bank as Co Trustere of the Genevieve
TarltonDougherty Trust No. 2 for Ben Vaughan, III;
as Co-Trustee of the Genevieve Tarlton Dougherty
Trust No. 2 for Genevieve Vaughan; and as Trustee
of the Melissa Dougherty Exempt Subshare Trust

BY: _____
Name: _____
Title: _____

Date

Melissa K. Dougherty

Date

Ben F. Vaughan, III, as Co-Trustee of the Genevieve
Tarlton Dougherty Trust No. 2 for Ben VAughan, III;
as Co-Trustee of the Genevieve Tarlton Dougherty
Trust No. 2 for Genevieve Vaughan; and as Trustee
of the Ben F. Vaughan, III Revocable Trust

Date

Genevieve Vaughan

Date

Wells Fargo Bank, N.A., as Trustee of the
Kevin F. Dougherty Exempt Subshare Trust

BY: _____
Name: _____
Title: _____

Mary Patricia Dougherty, Trustee of the
Mary Patricia Dougherty Trust

Stephen Tarlton Dougherty

ADDENDUM TO CLOSING STATEMENT

GF No.: 913323

The undersigned hereby acknowledge and agree that:

1. Edwards Abstract and Title Co. has assembled the information for this closing statement from third parties utilizing the best information available; however, Edwards Abstract and Title Co. cannot guarantee the accuracy of any information furnished to it by third parties;
2. in the event any amount reflected on the closing statement is insufficient to satisfy the item in full, that the responsible party will pay to Edwards Abstract and Title Co. in Edinburg, Texas, such additional amount within five (5) days of a written request for payment, or if sufficient funds are available in escrow, execute an amended closing statement authorizing the additional disbursement;
3. all taxes have been paid to all taxing agencies taxing the property and that there are no unpaid taxes on the property other than those being paid as a part of this transaction;
4. **Edwards Abstract and Title Co.** may be required to report certain information concerning this transaction to the Internal Revenue Service;
5. Any real estate agent, lender or title company involved in this transaction be furnished with a copy of the closing statement and;
6. **Edwards Abstract and Title Co.** is authorized to make the expenditures and disbursements reflected in the closing statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the closing statement, and the receipt of a copy of the closing statement.

Executed this November _____, 2017 .

EIA PROPERTIES, LTD.

Hidalgo County, Texas

By: EIA Management, LLC, its General Partner

BY: _____

BY: _____
Lorin Runnels, Vice President

Name: _____

Title: _____

TAX LETTER

TO: EDWARDS ABSTRACT AND TITLE CO.

RE: 913323

SELLER AND BUYER of the following described real estate, to-wit: called the "Property"

A possibility of reverter, as set forth in a Warranty Deed dated May 12, 1909, from THE CHAPIN TOWNSITE CO., to S.P. SILVER, COUNTY JUDGE, recorded in Volume 4, Page 310, Deed Records, Hidalgo County, Texas, in and to: Blocks 231, 232, 253, and 254 EDINBURG TOWNSITE, Hidalgo County, Texas,
The undersigned hereby acknowledge the following:

- 1 That EDWARDS ABSTRACT AND TITLE CO. as closing agent, will not pro-rate taxes covering the Property for the year **2017** between Buyer and Seller as of the closing and/or proration date as reflected on the closing statements, using tax figures for the year **2017**, obtained from and furnished by each of the following taxing agencies taxing such property, to-wit:

County of Hidalgo
City of Edinburg
Edinburg I.S.D.
Water District

2. That EDWARDS ABSTRACT AND TITLE CO. has no responsibility for and does not guarantee the accuracy of the tax figures furnished it by such taxing agencies.
3. That in the event the taxes change, and are greater or lesser than the prior year's taxes used by EDWARDS ABSTRACT AND TITLE CO. in the prorations, Buyer and Seller shall look solely to each other for any adjustments to be made in the pro-rations and agree that EDWARDS ABSTRACT AND TITLE CO. shall not be responsible therefore, in any manner.
4. That EDWARDS ABSTRACT AND TITLE CO. is not responsible for notifying the taxing agencies of the change in ownership of the Property and of the correct mailing address for mailing of future tax statements and that the Buyer shall be solely responsible for such notification to such agencies. The Tax Statements will continue to be sent to the previous owner unless the Hidalgo County Appraisal District has received property notification of the change of ownership.

Upon receipt of the recorded Warranty Deed, which is mailed to you directly from the Hidalgo County Clerk's office, you should immediately take it to:

Hidalgo County Tax Office
P. O. Box 178
Edinburg, TX 78540

At the Hidalgo County Appraisal District office, you should do the following:

1. Advise them of your mailing address
2. Apply for any exemptions
3. Verify the assessed value

PURCHASERS INITIALS: _____

NOTICE: IT IS THE RESPONSIBILITY OF THE NEW OWNERS TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT, IF ANY, OF THE CHANGE OF OWNERSHIP, FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST FOR LATE PAYMENT BEING ADDED TO YOUR TAX STATEMENTS.

5. That Buyer has been informed and understands that the Owner's Policy of Title Insurance being issued to him by EDWARDS ABSTRACT AND TITLE CO. in the captioned transaction is subject to subsequent assessments for prior years due to change in land usage or ownership and that such Owner's Policy of Title Insurance does not protect Buyer against any such subsequent assessments. If Buyer has agreed with Seller to pay the taxes, then in the event any taxes on the Property other than those being paid as a part of this transaction are later found to be due, then Buyer will pay such taxes together with penalties, interest, and attorney's fees immediately upon demand and agrees to indemnify and hold harmless Edwards Abstract and Title Co., and its underwriters, from any and all such taxes, penalties, interest, and attorney's fees. Buyer hereby acknowledges that Buyer has been informed and Buyer understands that unless the Settlement Statement or Closing Disclosure shows payment of taxes for the year of closing that taxes for the year of closing have not been collected or paid and Buyer releases Edwards Abstract and Title Co. from all liability for payment of such taxes.
6. Seller represents that all taxes have been paid to all taxing agencies taxing the property and there are not unpaid taxes on the Property other than those being paid as a part of this transaction and agrees that in the event there are unpaid taxes on the Property that result in a claim being made by any of such taxing agencies for the payment of additional funds, either for taxes, penalties, interest or attorney's fees, that he shall pay such taxes, penalties, interest or attorney's fees immediately upon demand of him by said Title Company, and Seller hereby agrees to indemnify and hold harmless EDWARDS ABSTRACT AND TITLE CO., and its underwriter, from any and all such taxes, penalties, interest or attorney's fees.

DATED this November _____, 2017.

EIA PROPERTIES, LTD.

By: EIA Management, LLC, its General Partner

BY: _____
Lorin Runnels, Vice President

Hidalgo County, Texas

BY: _____
Name: _____
Title: _____

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 913323

SELLER (whether one or more): EIA PROPERTIES, LTD, Peter S. Pauley, FCT Real Estate Holdings, Ltd., Oso Bailando, Ltd, Frost Bank as Co Trustere of the Genevieve TarltonDougherty Trust No. 2 for Ben Vaughan, III, Ben F. Vaughan, III, as Co-Trustee of the Genevieve Tarlton Dougherty Trust No. 2 for Ben VAughan, III, Genevieve Vaughan, Wells Fargo Bank, N.A., as Trustee of the Kevin F. Dougherty Exempt Subshare Trust, Mary Patricia Dougherty, Trustee, and Stephen Tarlton Dougherty

BUYER (whether one or more): Hidalgo County, Texas

LENDER:

PROPERTY: A possibility of reverter, as set forth in a Warranty Deed dated May 12, 1909, from THE CHAPIN TOWNSITE CO., to S.P. SILVER, COUNTY JUDGE, recorded in Volume 4, Page 310, Deed Records, Hidalgo County, Texas, in and to: Blocks 231, 232, 253, and 254 EDINBURG TOWNSITE, Hidalgo County, Texas,

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Edwards Abstract and Title Co. (hereinafter called "TITLE COMPANY"), and agree to same. Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's
Initials

1. **WAIVER OF INSPECTION.** In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right, adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's
Initials

2. **RECEIPT OF COMMITMENT.** BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.

Buyer's
Initials

3. **UNSURVEYED PROPERTY.** BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Buyer's
Initials

4 (B). BOUNDARY COVERAGE. As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 5% of the Basic Rate for the Residential Owner Title Policy and payment of an additional 15% of the Basic Rate T.1 Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's
Initials

Buyer's
Initials

5. PROPERTY TAX PRORATIONS. Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY , on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's
Initials

6. TAX RENDITION AND EXEMPTIONS. Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's
Initials

7. HOMEOWNER'S ASSOCIATION. BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

Seller's
Initials

Buyer's
Initials

8. CLOSING DISCLAIMER. SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:
A. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
B. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
C. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's
Initials

9. ARBITRATION. This paragraph does not apply to the Residential Owner Policy (T-1R). The parties may later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision. IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 9.

Seller's
Initials

10. **IRS REPORTING.** SELLER acknowledges having received at closing a copy of the Closing Disclosure or Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the Closing Disclosure or Settlement Statement will be furnished to the Internal Revenue Service.

Seller's
Initials

Buyer's
Initials

11. **ERRORS AND OMISSIONS.** In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Buyer's
Initials

12. **ATTORNEY REPRESENTATION AND NOTICE.** BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy are an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

Seller's
Initials

Buyer's
Initials

13. **PRIVACY POLICY NOTICE.** Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Edwards Abstract & Title Co.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance securities, and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Buyer's
Initials

14. **ACCEPTANCE OF PROPERTY.** BUYER accepts the Property in its present condition, acknowledges that TITLE COMPANY has not made any representations as to the condition of the Property, and releases and holds harmless TITLE COMPANY from any and all liability in regard to the condition of the property.

- | | | |
|----------------------|---------------------|---|
| Seller's Initials | Buyer's Initials | 15. REPAIRS AND TREATMENTS. BUYER and SELLER acknowledge their understanding that the TITLE COMPANY shall have no duty, liability, or responsibility concerning completion, quality of workmanship or materials, or payment for any pre-closing or post-closing repairs or treatments to the PROPERTY that may have been agreed upon or otherwise contemplated between BUYER and SELLER. BUYER accepts sole responsibility to verify that all repairs and treatments required of SELLER have been completed to the satisfaction of BUYER prior to closing. |
| _____ | _____ | |
| _____ | _____ | |
| | Buyer's Initials | 16. ZONING AND UTILITIES. BUYER accepts the current zoning of the Property and availability of utilities, acknowledges that TITLE COMPANY has not made any representations as to the zoning of the Property or availability of utilities or the ability of BUYER to use the Property for Buyer's intended use, and releases and holds harmless TITLE COMPANY from any and all liability in regard to the zoning of the Property or availability of utilities. BUYER accepts sole responsibility to obtain such information as to zoning and utilities as BUYER deems necessary and to verify its accuracy to the satisfaction of BUYER prior to closing. |
| | _____ | |
| | _____ | |
| Seller's Initials | Buyer's Initials | 17. SUBDIVISION REQUIREMENTS. Buyer and Seller acknowledge their understanding that the Title Company shall have no duty, liability, or responsibility to determine whether or not the Property complies with State or local Subdivision requirements. Seller and Buyer accept responsibility to comply with state and local subdivision requirements in the transfer and use of the Property. Buyer accepts sole responsibility to verify that the property complies with subdivision requirements and that Buyer can obtain a building permit, if any, for Buyer's intended use of the Property. |
| _____ | _____ | |
| _____ | _____ | |
| Seller's Initials | Buyer's Initials | 18. ACCESS. Buyer accepts sole responsibility to determine if access to the Property is adequate for Buyer's intended use and acknowledges that Title Company has not made any representations to Buyer regarding whether or not access to the Property is adequate for purposes of subdividing the Property or obtaining a building permit or for any other intended use of the Property by Buyer. |
| _____ | _____ | |
| _____ | _____ | |
| | Buyer's Initials | 19. AUTHORIZATION TO CLOSE. By Initialing this item, BUYER notifies TITLE COMPANY that all conditions to closing this transaction contained in the contract between BUYER and SELLER have been met to the satisfaction of BUYER, and BUYER hereby authorizes TITLE COMPANY to close and fund this transaction. |
| | _____ | |
| | _____ | |

SELLER SIGNATURE

EIA PROPERTIES, LTD.

By: EIA Management, LLC, its General Partner

BY: _____
Lorin Runnels, Vice President

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____, December, 2017, by Lorin Runnels, Vice President of EIA MANAGEMENT, LLC, ITS GENERAL PARTNER OF EIA PROPERTIES, LTD.

Notary Public, State of Texas

BUYER SIGNATURE

Hidalgo County, Texas

BY: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the n December _____, 2017 by _____, _____, by on behalf of said corporation.

Notary Public, State of Texas

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE

To: Hidalgo County, Texas
and

Property: Blocks 231, 232, 253, and 254 EDINBURG TOWNSITE

EIA PROPERTIES, LTD,

From: Edwards Abstract and Title Co.

Date:

GF No.: 913323

This is to give you notice that Edwards Abstract and Title Co. has a business relationship with Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC. and the law firm of Lewis, Monroe & Pena. The Owners of Edwards Abstract and Title Co. own 100% of Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC. Byron Jay Lewis and Alan D. Monroe, who have ownership interests in Edwards Abstract and Title Co., are also attorneys and own 100% of the law firm of Lewis, Monroe & Pena. Because of these relationships, these referrals may provide Edwards Abstract and Title Co. a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for settlement of your loan or purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| <u>Provider</u> | <u>Service</u> | <u>Charge or Range of Charge</u> |
|--|----------------------|--|
| Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC | Tax Service | \$78.52 plus tax for each tax account |
| Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC | Delivery Service | \$7.50 one way for delivery |
| Lewis, Monroe & Pena Attorneys At Law | Document Preparation | Usual charges for document preparation ranges from \$75 to \$250 |

ACKNOWLEDGMENT

I/We have read this disclosure form, and understand that Edwards Abstract and Title Co. is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

SELLER:

BUYER:

EIA PROPERTIES, LTD.

Hidalgo County, Texas

By: EIA Management, LLC, its General Partner

BY: _____

BY: _____
Lorin Runnels, Vice President