



COMMITMENT FOR TITLE INSURANCE (Form T-7)

Issued by

TITLE RESOURCES GUARANTY COMPANY

We, Title Resources Guaranty Company, 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.

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.

Edwards Abstract and Title Co.

A handwritten signature in black ink that reads "Brian B. Kaufeld".

Authorized Countersignature



Title Resources Guaranty Company

By: A handwritten signature in black ink that reads "Paul McRuder".
Executive Vice President

A handwritten signature in black ink that reads "Michael P. Hagdon".
Secretary

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>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.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título 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.</p>
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Your Commitment for 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 1-800-526-8018 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.

CONDITIONS AND STIPULATIONS

1. 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.

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE NUMBER</p> <p>1-800-526-8018</p> <p>ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT</p> <p>1-800-252-3439</p>	<p>PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS</p> <p>1-800-526-8018</p> <p>TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL</p> <p>1-800-252-3439</p>
<p>to obtain information on:</p> <ol style="list-style-type: none">1. filing a complaint against an insurance company or agent,2. whether an insurance company or agent is licensed,3. complaints received against an insurance company or agent,4. policyholder rights, and5. a list of consumer publications and services available through the Department.	<p>para obtener información sobre:</p> <ol style="list-style-type: none">1. como someter una queja en contra de una compañía de seguros o agente de seguros,2. si una compañía de seguros o agente de seguros tiene licencia,3. quejas recibidas en contra de una compañía de seguros o agente de seguros,4. los derechos del asegurado, y5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.
<p>YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE P.O. BOX 149104 AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771</p>	<p>TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS P.O. BOX 149104 AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771</p>



**COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A
Issued by
TITLE RESOURCES GUARANTY COMPANY**

Effective Date: November 26, 2019

GF No.: 2019-926073

Commitment No. 01, issued January 22, 2020, 12:00 AM

1. The policy or policies to be issued are:

a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)

(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$420,000.00

PROPOSED INSURED: HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas

b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

f. OTHER

Policy Amount:

PROPOSED INSURED:

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:

SANTA ANITA INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP

4. Legal description of land:

Lot 1, CIBOLO INDUSTRIAL PARK, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 38, Page 66, Map Records, Hidalgo County, Texas.

SCHEDULE A
(Continued)

Edwards Abstract and Title Co.

Diana B. Kaufeld

Authorized Countersignature



Title Resources Guaranty Company

By: *Paul McRider*
Executive Vice President

Michael P. Gayden
Secretary

SCHEDULE B

Commitment No.: 01

GF No.: 2019-926073

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:

CLERK'S FILE NO. 1729116, OFFICIAL RECORDS, AND VOLUME 38, PAGE 66, MAP RECORDS, HIDALGO COUNTY, TEXAS.
(Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)
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 2020, 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 (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020, 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.)

SCHEDULE B

(Continued)

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:
 - a. Right of parties in possession.
 - b. Mineral and/or royalty grant and/or reservation in instrument(s) dated August 25, 1943, recorded in Volume 517, Page 434, Deed Records; dated June 8, 1948, recorded in Volume 643, Page 420, Deed Records; dated January 2, 1996, recorded under Clerk's File No. 497537, Official Records; and dated September 9, 1998, recorded under Clerk's File No. 713659, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
 - c. Oil, Gas and Mineral Lease(s) dated March 27, 1972, recorded in Volume 339, Page 551, Oil and Gas Records; and, dated March 24, 1972, recorded in Volume 340, Page 15, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
 - d. Oil, Gas and Mineral Lease(s) dated January 19, 1984, recorded in Volume 2114, Page 834, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
 - e. Oil, Gas and Mineral Lease(s) dated February 29, 1998, recorded under Clerk's File No. 710539, Official Records, and dated February 28, 1998, recorded under Clerk's File No. 710540, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
 - f. 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.
 - g. Lease Agreement dated October 8, 1997, recorded under Clerk's File No. 637679, Official Records, Hidalgo County, Texas.
 - h. Lien and other rights, if any, in favor of CIBOLO INDUSTRIAL PARK LOT OWNERS ASSOCIATION to secure payment of assessments, as set forth in instrument dated October 16, 2006, recorded under Clerk's File No. 1729116, Official Records, Hidalgo County, Texas.
 - i. Minimum floor elevation; 35.00-foot minimum setback line along the front; 75.00-foot minimum setback line along the sides; 75.00-foot minimum setback line along the rear; 10.00-foot utility easement along the West side; and, 75.00-foot storm retention area, and private drive with utility easement along the North and West sides, as per map or plat recorded in Volume 38, Page 66, Map Records, Hidalgo County, Texas.

SCHEDULE B

(Continued)

- j. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

- k. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY).

SCHEDULE C

Commitment No.: 01

GF No.: 2019-926073

Your Policy will not cover loss, costs, attorney's 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. Note: Procedural Rule P-27 requires that "Good Funds" be received and deposited before a Title Agency may disburse from its Trust Fund Account.
6. IF THIS TRANSACTION CLOSSES IN YOUR OFFICE, EDWARDS ABSTRACT AND TITLE CO. REQUIRES THE FOLLOWING:
 - A. Affidavit as to Debts and Liens.
 - B. Waiver of Inspection. (Owner's Title Policy only)
 - C. Copy of Closing Statement.
 - D. If you file closing documents, copies of documents with recording information.
7. Prior to closing, Company must be provided written assurance that all charges and assessments have been paid, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance.
8. Prior to closing, Company must be furnished a satisfactory copy of the articles of partnership or partnership agreement of SANTA ANITA INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP, and any amendments thereto, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance.
9. Prior to closing, Company must be furnished satisfactory evidence that the Certificate of Limited Partnership of SANTA ANITA INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP, has been filed in the Office of the Secretary of State, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance.

SCHEDULE C

(Continued)

10. Prior to closing, Company must be furnished a satisfactory certified copy of a resolution by the governing body of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas authorizing the purchase of the land pursuant to the real estate contract presented to Company, the execution and delivery by the proper official thereof of all instruments required by Company to consummate the transaction to be insured, and the use of [e.g. municipal or district] funds to pay the purchase price and any costs of closing the transaction to be insured, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance.
11. Closer(s) should obtain satisfactory evidence that there has been no construction activity on the land within the past six months. If there has been such activity, Company requires an Affidavit of Completion, executed by Contractor and Owner, showing the date of completion as well as an Affidavit of All Bills Paid executed by Contractor and Owner. In connection with the Contractor's execution of said Affidavit of Completion and said Affidavit of All Bills Paid,
- if the Contractor is a general partnership, Company must be furnished a satisfactory copy of the articles of partnership or partnership agreement of said general partnership, and any amendments thereto, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance;
- if the Contractor is a limited liability company, Company must be furnished satisfactory copies of the articles of organization, the operating agreement and the regulations of said limited liability company, any amendment thereof, a certificate of good standing and satisfactory evidence of authority of the officer(s), manager(s) or member(s) thereof to execute said Affidavit of Completion and said Affidavit of All Bills Paid, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance;
- if the Contractor is a corporation, Company must be furnished satisfactory evidence regarding the corporate status of said corporation, satisfactory evidence of said corporation's good standing and a satisfactory certified copy of a resolution by the board of directors of said corporation authorizing the execution and delivery by the proper officer(s) thereof of said Affidavit of Completion and said Affidavit of All Bills Paid, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance;
- if the contractor is a limited partnership, Company must be furnished a satisfactory copy of the articles of partnership or partnership agreement of said limited partnership and any amendments thereto, along with satisfactory evidence that the Certificate of Limited Partnership of said limited partnership has been filed in the Office of the Secretary of State;
- additionally, if the general partner in said limited partnership is a limited liability company, Company must be furnished all the items required of a limited liability company, as set forth above;
- alternatively, if the general partner in said limited partnership is a corporation, Company must be furnished all the items required of a corporation, as set forth above; and,
- finally, upon receipt of all the matters required herein, Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance.
12. Closer(s) must furnish Company with satisfactory assurance that Tax Certificates showing taxes paid through 2019 are retained in the closing file.
13. IMPORTANT NOTE: The endorsement charges stated in Schedule D notwithstanding, Company has neither received a written request to commit to the issuance of any endorsements to the policy anticipated by this commitment for title insurance nor has Company agreed to issue any endorsements.

SCHEDULE C
(Continued)

14. PLEASE CTRL+CLICK HERE TO ACCESS ALL SUPPORTING DOCUMENTS.

SCHEDULE D

Commitment No.: 01

GF No.: 2019-926073

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:

1. The issuing Title Insurance Company, **Title Resources Guaranty Corporation** is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

Shareholders:

Title Resource Group LLC.

Directors:

Donald J. Casey; Michael P. Gozdan; Sriram Someshwara; J. Scott McCall; Thomas N. Rispoli; Donald W. Evans, Jr.; Marilyn J. Wasser

Officers:

J. Scott McCall-President/CEO, E. Paul McNutt, Jr-EVP, Michael P. Gozdan- Secretary, Charlotte C. Simonelli -Treasurer

2. As to **Edwards Abstract and Title Co.** (Title Insurance Agent), the following disclosures are made:

Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows:

Byron Jay Lewis EA Title Investors, LTD. N. Michael Overly Alan D. Monroe

Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows:

EA Title Investors, LTD.: JWCCV, Ltd. and Rioco Partners, Ltd.

If Title Insurance Agent is a corporation, the following is a list of the Officers/Directors:

Agent Name: Edwards Abstract and Title, LLC dba Edwards Abstract and Title Co.

Owners: Byron Jay Lewis; EA Title Investors, Ltd.; N. Michael Overly; Alan D. Monroe

Officers: Byron Jay Lewis, President, Chief Executive Officer and Managing Member

N. Michael Overly, Executive Vice President, Chief Financial Officer and Chief Operations Officer; Guy S. Huddleston, III, Senior Vice President and Corporate Ambassador of Cameron County; DD Hoffman, Senior Vice President and Corporate Ambassador of Hidalgo County; Nancy Bryant, Vice President of Accounting, Escrow Operations and Human Resources; Elva Garza, Vice President of Marketing; Marilyn De Luna, Vice President - Director of Education and Training; Rene Correa, Vice President of Title Plant Operations; Mark Lewis, Branch Manager of McAllen, Mission Market Manager; Alice Delgadillo, Branch Manager of South Padre Island; Teresa Huddleston, Branch Manager of Brownsville; Mel Casas, Policy Manager; Pamela Dougherty, Weslaco Market Manager.

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 any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

SCHEDULE D
(Continued)

You are further advised that the estimated title premium* is:

Owner's Policy		\$	2,518.00
	Total	\$	2,518.00

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
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*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.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

(800)526-8018

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104

AUSTIN, TEXAS 78714-9104

FAX NO. (512)490-1007

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

(800)526-8018

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104

AUSTIN, TEXAS 78714-9104

FAX NO. (512)490-1007

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCE S GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.titleresources.com/privacypolicy	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes <ul style="list-style-type: none"> –information about your creditworthiness <ul style="list-style-type: none"> • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.titleresources.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.titleresources.com/privacypolicy

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Title Resources Guaranty Company ("Title Insurer")
Edwards Abstract and Title Co. ("The Company")

RE: SANTA ANITA INVESTMENTS, LTD., a Texas limited partnership to HIDALGO COUNTY, TEXAS,
a political subdivision of the State of Texas

GF (File) No.: 2019-926073

Land:

Lot 1, CIBOLO INDUSTRIAL PARK, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 38, Page 66, Map Records, Hidalgo County, Texas.

1. Waiver of Inspection

You may refuse to accept an exception to the Owner's Policy 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 in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration

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

You may require deletion of the arbitration provision of the Owner 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 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Signature:

HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas

BY: _____

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 01

GF No.: 2019-926073

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."

SIGNATURE

DATE

NOTICE

PLEASE REVIEW
SCHEDULE "C" ITEMS THAT
MUST BE ADDRESSED,
CLEARED AND/OR SATISFIED
AS SOON AS POSSIBLE.

 PLEASE CALL YOUR
CLOSING AGENT IF YOU HAVE
ANY QUESTIONS.



WIRE FRAUD

Don't Be a Victim

- **Never** wire funds based on an email alone.
- **Never** validate wiring instructions based on a telephone number that accompanies the wiring instructions.
- **Always** validate wiring instructions over the phone at a known Edwards Abstract and Title Co telephone number.

You may obtain accurate phone numbers at
<http://www.edwards-titleco.com/> or call (956) 383-4951.

Edwards | Abstract
and Title Co.

Edwards | Abstract and Title Co.

4228 N. MCCOLL ROAD, MCALLEN, TX 78504
PHONE: (956)682-4951 FAX: (956)631-3504
McAllenEscrow@edwardsabstract.com

Dear Customer:

It is our pleasure to serve you at Edwards Abstract and Title Co. We view this opportunity as a privilege and would like to say thank you for the honor. We have enclosed key staff names so that if a special need arises you will know whom to contact.

KEY STAFF MEMBERS

Byron Jay Lewis	President, Chief Executive Officer and Managing Member
N. Michael Overly	Executive Vice President, Chief Financial Officer, and Chief Operating Officer
Guy S. Huddleston, III	Senior Vice President and Corporate Ambassador for Cameron County
DD Hoffman	Senior Vice President and Corporate Ambassador for Hidalgo County
Nancy Bryant	Vice President of Accounting, Escrow Operations and Human Resources
Elva Garza	Vice President of Marketing
Marilyn De Luna	Vice President - Director of Education and Training
Rene Correa	Vice President of Title Plant Operations
Mark Lewis	Branch Manager of McAllen, Mission Market Manager
Alice Delgadillo	Branch Manager of South Padre Island
Mel Casas	Policy Manager
Pamela Dougherty	Weslaco Market Manager

The following disclosures are added to comply with Schedule D, items B1 through B4. Additionally, Company, underwriter, and current law requires us to inform you of our business organizations. This commitment and any other insuring form is subject to approval by any applicable reinsurers and shall not be effective until such approval is obtained.

1. The Owners of Edwards Abstract and Title Co. consist of Byron Jay Lewis, EA Title Investors, LTD., N. Michael Overly, and Alan D. Monroe.
2. The Officers of Edwards Abstract and Title Co. are Byron Jay Lewis, President, Chief Executive Officer and Managing Member; N. Michael Overly, Executive Vice President, Chief Financial Officer, and Chief Operations Officer; Guy S. Huddleston, III, Senior Vice President and Corporate Ambassador of Cameron County; DD Hoffman, Senior Vice President and Corporate Ambassador of Hidalgo County; Nancy Bryant, Vice President of Accounting, Escrow Operations and Human Resources; Elva Garza, Vice President of Marketing; Rene Correa, Vice President of Title Plant Operations; Marilyn De Luna, Vice President - Director of Education and Training.
3. The financial owners of Edwards Abstract and Title Co. also own Hidalgo & Cameron Counties Tax Information and Delivery Service, LLC. You are not required to use Hidalgo & Cameron Counties Tax Information and Delivery Service, LLC. to provide tax information for your tax portion of the settlement statement on the subject property. You may be able to get this service at a different rate by shopping with other tax service providers.

4. As a financial owner of Edwards Abstract and Title Co., Byron Jay Lewis is also an attorney. Byron Jay Lewis is the equity Partner in the law firm of Lewis Peña Falcon. Lewis Peña Falcon are sometimes called upon to prepare documents. You are entitled to request advance disclosure of his involvement in your transaction and may choose to have an attorney of your choice represent you in the transaction. Upon your written request, such disclosure will be made to you. Any fees charged by them will be disclosed to you in advance as shown on the settlement statement.
5. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your written request, such disclosure will be made to you. Additionally, the name of any person, firm, or corporation, receiving any sum from the settlement of this transaction can be disclosed on the closing or settlement statement upon your written request.

The owners and officers of Edwards Abstract and Title Co. believe these disclosures fulfill Rule P-21 Promulgated by the State Board of Insurance; however, any additional requests for disclosures would be gladly answered through written request.

EDWARDS ABSTRACT AND TITLE CO.



Byron Jay Lewis
CEO

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Fax (956) 544-0592

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Fax (956) 383-5443

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Fax (956) 631-3504

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(956) 425-6777
Fax (956) 440-1235

2009 Padre Blvd.
South Padre Island, Texas 78597
(956) 761-6777
Fax (956) 761-4613

Edwards Abstract and Title Co.

PRIVACY POLICY NOTICE

PURPOSE OF THIS 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 and 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 nonaffiliated companies that perform services on our behalf.

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 / BORROWER HELPFUL HINTS

Please provide your Escrow Officer at Edwards Abstract and Title Co. with the following:

Homeowner's Insurance: Prior to closing, please provide us with your choice for homeowner's insurance and your insurance agent's name and phone number.

Certified Funds: The Texas Department of Insurance requires certified funds at closing. Your closing cost must be in the form of a cashier's check, certified check or wired funds. Make the checks payable to Edwards Abstract and Title Co. Please, no cash or personal checks. Your closing officer or realtor will contact you prior to closing with the amount of your closing cost.

Wired Funds: If you wish to wire your closing costs from your account directly to Edwards Abstract and Title Co.'s escrow account, please inform us prior to closing so that we may assist you in making the arrangements.

Identification: Don't forget to bring your unexpired Driver's License or other form of unexpired government issued picture ID to closing.

Reviewing the Documents: If you wish to examine your loan documents prior to closing, please request that the mortgage company provide the documents to us at least one day early so that we can process the closing documents and provide you with copies for your review.

For additional information on the closing process, please visit our website at www.edwards-titleco.com.

AVOID COMMON CLOSING DELAYS

- Don't forget to bring the Termite Certificate to closing.
- All bills for inspections, repairs or other items to be paid at closing must be provided to us prior to closing.
- If you will not be present at closing to sign documents and you intend to use a Power of Attorney, you must provide the original Power of Attorney to your closing officer at Edwards Abstract and Title Co. prior to closing for approval and recording of the document. (Your Lender will also need to approve the Power of Attorney prior to closing). On the day of closing, we will need a contact number in order for us to reach you to verify that you have not revoked the Power of Attorney.

SELLER HELPFUL HINTS

Please provide your Escrow Officer at Edwards Abstract and Title Co. with the following:

Existing Lien Holder(s): As soon as possible, please provide your closing officer at Edwards Abstract and Title Co. with the name of your existing lien holder(s), along with their address and phone number and your loan numbers.

Social Security Numbers: We will need the social security number(s) of all owners of the property for tax reporting, and because the lender may require social security numbers for payoff information.

Using an Existing Survey: If the buyers and sellers have agreed to use an existing survey at closing, Edwards Abstract and Title Co. must review the survey prior to closing and receive verification from the sellers that no improvements have been made since the date of the survey.

Identification: Don't forget to bring your unexpired Driver's License or other form of unexpired government issued picture ID to closing.

Wiring Information: Upon funding of the transaction, we will be glad to wire your proceeds into your account. Please provide us with your wiring information if you chose to have your funds wired.

For additional information on the closing process, please visit our website at www.edwards-titleco.com and click on FAQ.

AVOID COMMON CLOSING DELAYS

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- All bills for inspections, repairs or other items to be paid at closing must be provided to us prior to closing.
- If you will not be present at closing to sign documents and you intend to use a Power of Attorney, you must provide the original Power of Attorney to your closing officer at Edwards Abstract and Title Co. prior to closing for approval and recording of the document. (Your Lender will also need to approve the Power of Attorney prior to closing). On the day of closing, we will need a contact number in order for us to reach you to verify that you have not revoked the Power of Attorney.



Avoid Mortgage Closing Scams

Homebuyers are being targeted by email phishing scams. Scammers are sending emails to homebuyers posing as their real estate agent or settlement agent, advising them of last minute changes in the closing process. The attempt is to steal the homebuyers down payment and closing costs.

Prevent email phishing scams:

- Discuss the closing process and money transfer protocols with your real estate or settlement agent.
- If you receive an email requesting that you send money in connection with closing, even if it's from a familiar source, STOP. Call your real estate or settlement agent to discuss. Don't use phone numbers or links in the email.
- Don't email financial information. Email is not a secure way to send financial information.
- Be cautious about opening attachments and downloading files from emails, regardless of who sent them. These files can contain malware that can weaken your computer's security.
- Before sending any wire transfer, ask your bank for help identifying any red flags in the wiring instructions. Red flag include potential discrepancies between the account name and the name of the intended beneficiary (i.e., your real estate or settlement agent). Your bank may also be able to compare the receiving account number to account numbers identified in past consumer complaints as the destination of fraudulent transactions.
- Confirm receipt of the wire transfer by your real estate or settlement agent a few hours after the wire was transmitted. If you or another entity involved in the closing suspect a problem, report it to law enforcement and your bank as soon as possible to increase your likelihood of recovering the money.

What to do if you are a victim:

- Contact your bank or the money transfer company immediately upon discovering that funds have been transferred to the wrong account. Ask the bank or money transfer company to attempt a wire recall.
- Contact your local FBI and state Attorney General office.
- File a complaint, regardless of the dollar amount, with the FBI's Internet Crime Complaint Center at www.ic3.gov. Part of the mission of ic3 is to provide the public with a reliable and convenient reporting mechanism to submit information to the FBI concerning suspected Internet-facilitated criminal activity. Information is analyzed and used for investigative and intelligence law enforcement purposes and for public awareness.
- Report the phishing scam to the FTC.

Source: CFPB

<https://www.consumerfinance.gov/about-us/blog/buying-home-watch-out-mortgage-closing-scams/>

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and Title Co.