

TEXAS
COMMITMENT FOR TITLE INSURANCE (T-7)
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY

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.

We, WFG NATIONAL TITLE INSURANCE 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.

WFG NATIONAL TITLE INSURANCE COMPANY

BY:



Patrick Stone, President

ATTEST:



Steve Winkler, Secretary



Metropolitan Escrow and Title, LLC

By _____



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.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **November 18, 2019, 8:00 am**

GF No. **1904601**

Commitment No. _____, issued **December 10, 2019, 8:00 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:
PROPOSED INSURED: **TBD**
- 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:
FABB, LLC, a Texas limited liability company (As to Tracts I & II)

Roy Franklin Anding, Jr. (As to Tracts III & IV)

4. Legal description of land:

TRACT I:

A 67.403 ACRE TRACT BEING A PART OF A CALLED 56.32 ACRE TRACT OF LAND CONVEYED TO ANDING R. FRANKLIN DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2008021057 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS AND A PART OF A CALLED 36.09 ACRE TRACT OF LAND CONVEYED TO LEONARD TORRES DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2007025994 OF THE DEED RECORDS OF JEFFERSON COUNTY, IN THE H. VOGEL JR. SURVEY, ABSTRACT 619, IN JEFFERSON COUNTY, TEXAS.

NOTE: BEARINGS ARE BASED ON THE CALLED BEARING OF THE EAST LINE OF THE SAID CALLED 56.32 ACRE TRACT.

COMMENCING AT A HALF INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF A CALLED 54.53 ACRE TRACT OF LAND CONVEYED TO STEVEN GUILBEAU AND THE NORTHEAST CORNER OF THE SAID CALLED 56.32 ACRE TRACT AND BEING IN THE SOUTH LINE OF THE C.R. PRICE SURVEY, ABSTRACT 716 AND IN THE NORTH LINE OF THE SAID H. VOGEL JR. SURVEY;

THENCE, S 00 DEG. 34 MIN. 09 SEC. W, (BASIS OF BEARING) ALONG THE WEST LINE OF THE SAID 54.53 ACRE TRACT AND THE EAST LINE OF THE SAID 56.32 ACRE TRACT AND THE EAST LINE OF A 14.066 ACRE TRACT CONVEYED AS TRACT 1 TO CHAD PLAKE FOR A DISTANCE OF 807.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING S 00 DEG. 34 MIN. 09 SEC. W, ALONG THE WEST LINE OF THE SAID 54.53 ACRE TRACT AND THE EAST LINE OF THE SAID 56.32 ACRE TRACT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 2,340.30 FEET AT THE NORTHEAST CORNER OF THE SAID CALLED 2.00 ACRE TRACT OF LAND CONVEYED TO ANDING R. FRANKLIN DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2013010110 AND THE UPPER SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING THE NORTHEAST CORNER OF THE SAID 2.00 ACRE TRACT OF LAND;

THENCE, N 78 DEG. 36 MIN. 10 SEC. W, ALONG THE NORTHERLY LINE OF THE SAID 2.00 ACRE TRACT FOR A DISTANCE OF 297.94 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF THE SAID 2.00 ACRE TRACT;

THENCE, S 00 DEG. 29 MIN. 49 SEC. W, ALONG THE WEST LINE OF THE SAID 2.00 ACRE TRACT AND THE LOWER EAST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 290.33 FEET TO AN IRON ROD WITH CAP FOUND AT THE SOUTHWEST CORNER OF THE SAID 2.00 ACRE TRACT BEING IN A CURVE OF THE NORTH LINE OF F.M. HIGHWAY 365;

THENCE, ALONG THE ARC OF THE SAID CURVE OF THE SAID HIGHWAY TO THE RIGHT ALONG THE SOUTHERLY LINE OF THE HEREIN DESCRIBED TRACT AND THE SOUTHERLY LINE OF THE SAID 36.09 ACRE TRACT HAVING A CENTRAL ANGLE 18 DEG. 16 MIN. 16 SEC. AND A RADIUS OF 2,804.79 FEET AND AN ARC DISTANCE OF 894.50 FEET TO A HALF INCH IRON ROD FOUND AT THE LOWER SOUTHWEST CORNER OF THE SAID 36.09 ACRE TRACT AND THE SOUTHEAST CORNER OF A CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO ANDING R. FRANKLIN DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2007003508 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS, THE CHORD OF THE SAID CURVE BEARS N 64 DEG. 32 MIN. 48 SEC. W, 890.73 FEET;

THENCE, N 00 DEG. 35 MIN. 05 SEC. E, ALONG THE EAST LINE OF THE SAID 5.00 ACRE TRACT AND THE LOWER WEST LINE OF THE HEREIN DESCRIBED TRACT FOR A

DISTANCE OF 960.11 FEET TO AN IRON ROD FOUND AT THE NORTHEAST CORNER OF THE SAID 5.00 ACRE TRACT AND AN ELL CORNER OF THE HEWEIN DESCRIBED TRACT;

THENCE, S 89 DEG. 59 MIN. 22 SEC. W, ALONG THE NORTH LINE OF THE SAID 5.00 ACRE TRACT AND THE UPPER NORTH LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 349.96 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF THE SAID 5.00 ACRE TRACT AND AN ELL CORNER OF THE HEREIN DESCRIBED TRACT BEING IN THE WEST LINE OF THE SAID 36.09 ACRE TRACT AND THE EAST LINE OF A CALLED 47 ACRE TRACT CONVEYED TO CARBAUGH & ROOT BUILDERS, INC. DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2010046151 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS;

THENCE, N 00 DEG. 34 MIN. 06 SEC. E, ALONG THE EAST LINE OF THE SAID 47 ACRE TRACT AND THE UPPER WEST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 1,242.24 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF A CALLED 10.937 ACRE TRACT CONVEYED TO CHAD PLAKE AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89 DEG. 25 MIN. 42 SEC. E, ALONG THE SOUTH LINE OF THE SAID 10.937 ACRE TRACT AND THE SOUTH LINE OF THE SAID 14.066 ACRE TRACT AND THE NORTH LINE OF THE HEREIN DESCRIBED TRACT PASSING THE SOUTHEAST CORNER OF THE SAID 10.937 ACRE TRACT AND THE SOUTHWEST CORNER OF THE SAID 14.066 ACRE TRACT AT A DISTANCE OF 590.61 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 1,350.23 FEET TO THE POINT OF BEGINNING, CONTAINING 67.403 ACRES OF LAND, MORE OR LESS.

TRACT II:

A 5.00 ACRE TRACT BEING A PART OF A CALLED 36.09 ACRE TRACT OF LAND CONVEYED TO LEONARD TORRES DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2007025994 OF THE DEED RECORDS OF JEFFERSON COUNTY AND BEING ALL OF A CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO ANDING R. FRANKLIN DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2007003508 OF THE DEED RECORDS OF JEFFERSON COUNTY TEXAS IN THE H. VOGEL JR. SURVEY, ABSTRACT 619, IN JEFFERSON COUNTY, TEXAS.

NOTE: BEARINGS ARE BASED ON THE CALLED BEARINGS OF THE WEST LINE OF SURVEY OF THE 5.00 ACRE TRACT;

BEGINNING AT A HALF INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE RESIDUAL OF THE SAID CALLED 36.09 ACRE TRACT OF LAND AND THE SOUTHEAST CORNER OF THE SAID 5.00 ACRE TRACT AND BEING IN THE NORTH LINE OF F.M. HIGHWAY NO. 365;

THENCE, N 02 DEG. 49 MIN. 04 SEC. W, ALONG THE EAST LINE OF THE SAID 5.00 ACRE TRACT AND THE LOWER WEST LINE OF THE SAID 36.09 ACRE RESIDUAL TRACT FOR A DISTANCE OF 960.11 FEET TO AN IRON ROD FOUND AT THE NORTHEAST CORNER OF THE SAID 5.00 ACRE TRACT AND AN ELL CORNER OF THE SAID RESIDUAL TRACT;

THENCE, S 86 DEG. 37 MIN. 50 SEC. W, ALONG THE NORTH LINE OF THE SAID 5.00 ACRE TRACT AND THE UPPER NORTH LINE OF THE SAID RESIDUAL TRACT FOR A DISTANCE OF 249.96 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF THE SAID 5.00 ACRE TRACT AND AN ELL CORNER OF THE SAID RESIDUAL TRACT BEING IN THE WEST LINE OF THE SAID 36.09 ACRE TRACT AND THE EAST LINE OF A CALLED 47 ACRE TRACT CONVEYED TO CARBAUGH & ROOT BUILDERS, INC. DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2010046151 OF THE DEED RECORDS OF JEFFERSON COUNTY,

TEXAS;

THENCE, S 02 DEG. 49 MIN. 19 SEC. E ALONG THE EAST LINE OF THE SAID 47 ACRE TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 781.14 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE SAID 36.09 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 57 DEG. 32 MIN. 27 SEC. E, ALONG THE NORTHERLY LINE OF THE SAID HIGHWAY AND THE SOUTHERLY LINE OF THE SAID 5.00 ACRE TRACT FOR A DISTANCE OF 237.12 FEET TO A HIGHWAY RIGHT OF WAY MONUMENT FOUND MARKING THE BEGINNING OF A CURVE;

THENCE, ALONG THE ARC OF THE SAID CURVE TO THE LEFT ALONG THE SOUTHERLY LINE OF THE SAID 5.00 ACRE TRACT AND THE NORTHERLY LINE OF SAID HIGHWAY HAVING A CENTRAL ANGLE 01 DEG. 24 MIN. 03 SEC. AND A RADIUS OF 2,804.79 FEET AND AN ARC DISTANCE OF 69.06 FEET TO POINT OF BEGINNING, CONTAINING 5.00 ACRES OF LAND, MORE OR LESS.

TRACT III:

BEING A 1.517 ACRE TRACT OF LAND OUT OF THE T.&N.O.R.R. SURVEY, SECTION 53, ABSTRACT 207, JEFFERSON COUNTY, TEXAS AND ALSO BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO MIKE R. CARBAUGH AND RECORDED IN THE REAL PROPERTY RECORDS FILE NO. 2014022820, ABD BEING CALLED 49.000 ACRES, SAID 1.517 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED AND THE 49.000 ACRE TRACT AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO ROY FRANKLIN ANDING, JR. AND RECORDED IN THE REAL PROPERTY RECORDS FILE 2007003508 AND BEING CALLED 5.0 ACRES IN THE EAST LINE OF ABSTRACT 207 AND THE WEST LINE OF THE HENRY VOGEL, JR. SURVEY, ABSTRACT 619 AND THE NORTH RIGHT OF WAY LINE OF F.M. HIGHWAY 365;

THENCE, N 54 DEG. 00 MIN. 27 SEC. W, ALONG THE SOUTHWEST LINE OF THE TRACT HEREIN DESCRIBED AND THE 49.000 ACRE TRACT AND THE NORTH RIGHT OF WAY LINE OF F.M. HIGHWAY 365, 283.98 FEET TO AN IRON ROD SET FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6 AND RECORDED IN THE REAL PROPERTY RECORDS FILE 2014026156 AND BEING CALLED 13.826 ACRES;

THENCE, N 08 DEG. 17 MIN. 54 SEC. W, ALONG THE WEST LINE OF THE TRACT HEREIN DESCRIBED AND AN EASTERLY CHAMFER LINE OF THE 13.826 ACRE TRACT, 34.92 FEET TO AN IRON ROD SET FOR THE MOST WESTERLY NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED AT AN ANGLE POINT IN THE EAST LINE OF THE 13.826 ACRE TRACT;

THENCE, N 37 DEG. 24 MIN. 39 SEC. E, ALONG A NORTHWEST LINE OF THE TRACT HEREIN DESCRIBED AND A SOUTHEAST LINE OF THE 13.826 ACRE TRACT 350.00 FEET TO AN IRON ROD SET FOR ANGLE POINT;

THENCE, N 10 DEG. 43 MIN. 09 SEC. E, ALONG A NORTHWEST LINE OF THE TRACT HEREIN DESCRIBED AND A SOUTHEAST LINE OF THE 13.826 ACRE TRACT, 152.86 FEET TO AN IRON ROD SET FOR THE MOST NORTHERLY CORNER OF THE TRACT HEREIN DESCRIBED IN THE EAST LINE OF THE 49.000 ACRE TRACT AND ABSTRACT 207 AND THE WEST LINE OF THE 5.0 ACRE TRACT AND ABSTRACT 619;

THENCE, S 00 DEG. 34 MIN. 09 SEC. W, ALONG THE EAST LINE OF THE TRACT HEREIN DESCRIBED AND THE 49.000 ACRE TRACT AND ABSTRACT 207 AND THE WEST LINE OF THE 5.0 ACRE TRACT AND ABSTRACT 619, 629.67 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.517 ACRES OF LAND, MORE OR LESS.

TRACT IV:

BEING A 6.601 ACRE TRACT OF LAND OUT OF THE T.& N.O.R.R. SURVEY, SECTION 53, ABSTRACT 207, JEFFERSON COUNTY, TEXAS AND ALSO BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO MIKE R. CARBAUGH AND RECORDED IN THE REAL PROPERTY RECORDS FILE 2014022820 AND BEING CALLED 49.000 ACRES, SAID 6.601 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

FOR LOCATIVE PURPOSES, COMMENCE AT AN IRON PIPE FOUND FOR THE NORTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6 AND RECORDED IN THE REAL PROPERTY RECORDS FILE 2014026156 AND BEING CALLED 0.994 ACRES, AND THE 49.000 ACRE TRACT AND THE NORTHWEST CORNER OF THAT CERTAIN DRAINAGE EASEMENT CONVEYED TO JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6 AND RECORDED IN THE REAL PROPERTY RECORDS FILE 201402840 AND BEING CALLED 0.465 ACRES AND THAT CERTAIN TRACT CONVEYED TO CHAD MICHAEL PLAKE AND GINGER WALKER PLAKE AND RECORDED IN THE REAL PROPERTY RECORDS FILE 2014012575 AND BEING CALLED 10.937 ACRES AND THE NORTHEAST CORNER OF ABSTRACT 207 AND THE NORTHWEST CORNER OF THE HENRY VOGEL JR. SURVEY, ABSTRACT 619, IN THE SOUTH LINE OF THE C.R. PRICE SURVEY, ABSTRACT 717;

THENCE, S 00 DEG. 34 MIN. 02 SEC. W, ALONG THE EAST LINE OF ABSTRACT 207 AND THE 0.994 ACRE TRACT AND THE 49.000 ACRE TRACT AND THE WEST LINE OF ABSTRACT 619 AND THE 0.465 ACRE TRACT AND THE 10.937 ACRE TRACT 79.55 FEET TO AN IRON ROD SET FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED AND THE PLACE OF BEGINNING, AND THE SOUTHEAST CORNER OF THE 0.994 ACRE TRACT AND THE SOUTHWEST CORNER OF THE 0.465 ACRE TRACT;

THENCE, S 00 DEG. 34 MIN. 09 SEC. W, ALONG THE EAST LINE OF THE TRACT HEREIN DESCRIBED AND ABSTRACT 207 AND THE 49.000 ACRE TRACT AND THE WEST LINE OF ABSTRACT 619 AND THE 10.937 ACRE TRACT PASSING THE SOUTHWEST CORNER OF THE 10.937 ACRE TRACT AND CONTINUING ALONG THE EAST LINE HEREIN DESCRIBED AND THE WEST LINE OF THAT CERTAIN TRACT CONVEYED TO LEONARD TORRES AND WIFE, ELINOR L. TORRES, AND RECORDED IN THE REAL PROPERTY RECORDS FILE 2007025994 AND BEING CALLED 36.069 ACRES AND CONTINUING FOR A TOTAL DISTANCE OF 1,679.77 FEET TO AN IRON ROD SET FOR THE MOST SOUTHERLY CORNER OF THE TRACT HEREIN DESCRIBED AT AN ANGLE POINT IN THE EAST LINE OF THAT CERTAIN TRACT CONVEYED TO JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6 AND RECORDED IN THE REAL PROPERTY RECORDS FILE 2014026156 AND BEING CALLED 13.826 ACRES;

THENCE, N 11 DEG. 29 MIN. 47 SEC. W, ALONG THE SOUTHWEST LINE OF THE TRACT HEREIN DESCRIBED AND A NORTHEAST LINE OF THE 13.826 ACRE TRACT 1,569.24 FEET TO AN IRON ROD SET FOR THE MOST WESTERLY NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED AND THE SOUTHWEST CORNER OF THE 0.994 ACRE TRACT;

THENCE, N 35 DEG. 06 MIN. 37 SEC. E, ALONG THE NORTHWEST LINE OF THE TRACT HEREIN DESCRIBED AND A SOUTHEAST LINE OF THE 0.994 ACRE TRACT 127.97 FEET TO AN IRON ROD SET FOR THE MOST NORTHERLY, NORTHWEST CORNER OF THE TRACT

HEREIN DESCRIBED AT AN ANGLE POINT IN THE SOUTH LINE OF THE 0.994 ACRE TRACT;
THENCE, N 81 DEG. 43 MIN. 02 SEC. E, ALONG THE NORTH LINE OF THE TRACT HEREIN
DESCRIBED AND THE SOUTH LINE OF THE 0.994 ACRE TRACT 258.55 FEET THE PLACE OF
BEGINNING, CONTAINING 6.601 ACRES OF LAND, MORE OR LESS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE
LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE
AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR
QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATION AND/OR IDENTIFICATION
PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.

Countersigned
Metropolitan Escrow and Title, LLC

By  _____
Authorized Signature

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):-~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2019**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form

Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Rights of parties in possession. (Owner's Policy Only)**
- b. **Rights of tenants, and assigns, as tenants only, under currently effective lease agreements.**
- c. **Subject to any visible or apparent easements, rights-of-ways, roadways or encroachments which a survey or physical inspection of the premises might disclose.**
- d. **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 and, if applicable, a T-47 Affidavit that is acceptable to the company, this exception will be deleted. However, Company reserves the right to add additional exceptions per its examination of said survey)**
- e. **All liens, covenants, conditions, reservations, or other matters affecting title to the land herein described which are recognized or created in the Deed to the assured or other closing papers.**
- f. **Rights of the public, State of Texas and the municipality in and to that portion of subject property if any, lying within the boundaries of any roadway, public or private.**
- g. **Any claim that the insured lien is invalid because the loan amount includes funds advanced by the lender for closing costs.**
- h. **Easement in favor of Beaumont Irrigating Company, recorded in Volume 84, Page 298, Deed Records, Jefferson County, Texas. (Tract I)**
- i. **Easement in favor of The Texas Pipe Line Company, recorded in Volume 317, Ppage 1, Deed Records, Jefferson County, Texas. (Tract I)**
- j. **Easement in favor of the State of Texas, recorded in Volume 776, Page 205, Deed Records, Jefferson County, Texas. (Tract I)**
- k. **Rights of ingress and egress reserved in deed recorded under Clerk's File No. 98-9841013, Real Property Records, Jefferson County, Texas. (Tract I)**
- l. **Access easement as set out in deed recorded under Clerk's File No. 2014012575, Official Records, Jefferson County, Texas. (Tract I)**
- m. **Pipeline right of way in favor of Texas Gas Corporation, recorded in Volume 1059, Page 120, Deed Records, Jefferson County, Texas. (Tract I)**
- n. **Private road easement recorded under Clerk's File No. 95-9535802, Real Property Records, Jefferson County, Texas. (Tract I)**

- o. Easement in favor of Beaumont Irrigating Company, recorded in Volume 84, Page 298, Deed Records, Jefferson County, Texas. (Tract II)**
- p. Easement in favor of The Texas Pipe Line Company, recorded in Volume 317, Page 1, Deed Records, Jefferson County, Texas. (Tract II)**
- q. Easement in favor of the State of Texas, recorded in Volume 776, Page 205, Deed Records, Jefferson County, Texas. (Tract II)**
- r. Rights of ingress and egress reserved in deed recorded under Clerk's File No. 98-9841013, Real Property Records, Jefferson County, Texas. (Tract II)**
- s. The real property described herein is located within the boundaries of the Jefferson County Drainage District No. 6.**
- t. 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 interests that are not listed.**

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.**
6. **The Company requires for its review (1) a satisfactory copy of the Certificate of Formation; (2) the Operating Agreement and any amendments thereof; (3) a certificate of good standing; and (4) satisfactory evidence of authority of the officers, managers, or members to execute the documents.**
7. **Company requires a current survey with improvements, complete with metes & bounds description to be submitted for examination and possible additional requirements. The drawing and metes & bounds must contain the same survey date, surveyor name, signature, RPLS number and stamp.**
8. **We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner as separate property.**
9. **Note: Procedural Rule P-27 as provided for in Article 9.39 A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agency may disburse from its Trust Fund Account.**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **1904601**

Effective Date: **November 18, 2019, 8:00 am**

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

<u>DIRECTORS:</u>	<u>OFFICERS:</u>
Patrick F. Stone	Patrick F. Stone, Chief Executive Officer and Chairman
A. Steven Ozonian	A. Steven Ozonian, Chief Operating Officer and President
Michael T. Gallaher	Michael T. Gallaher, Executive Vice President, Chief Financial Officer and Treasurer
Joseph V. McCabe	Joseph V. McCabe, Executive Vice President, General Counsel and Secretary
Cynthia L. Tucker	John R. Wooldridge, Senior Vice President and Controller
	Cynthia Lee Tucker, Executive Vice President

Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company. Williston Holdings LLC owns 100% of the LLC interests in Williston Financial Group LLC.

2. The following disclosures are made by the Title Insurance Agent Issuing this Commitment: Metropolitan Escrow and Title, LLC

a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: James E. Mitchell III and Stephanie Christina Clark.

b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1 %) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: none

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

<u>Officers</u>	<u>Directors</u>	
President James E. Mitchell III		NONE
Vice President Stephanie Christina Clark		

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

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

Owner's Policy	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

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:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
\$85.00	WFG Lender Services LLC	Furnishing Title Evidence & Examination

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

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

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

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

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

El Compromiso para Seguro de 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.

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

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

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

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

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

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

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

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

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

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

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

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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

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

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

WFG National Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1	2	3	4 245	5			

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by government entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- To agents, brokers or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of our important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

**Metropolitan Escrow and Title, LLC
929 Gessner Road, Suite 2025
Houston, TX 77024**

Multiple Products or Services

If we provide you with more than one product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.