



First American

Commitment

Commitment For Title Insurance T-7

ISSUED BY

First American 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 FIRST AMERICAN 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.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Countersigned at Houston, Texas

BY:

Authorized Signor

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 enterderlo completamente antes de la fecha para finalizar su transacción.

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 1-888-632-1642 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.



First American

SCHEDULE A

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

Effective Date: **March 7, 2019** at 7:00 a.m.

GF No. **NCS-952187-MKE**

Commitment No. **NCS-952187-MKE**, issued **March 21, 2019**, at 7:00 a.m.

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: \$TBD
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: **Tract 1: Fee Simple
Tract 2 & 3: Easement**

3. Record title to the land on the Effective Date appears to be vested in: **Infra Technology**

4. Legal description of land: TRACT 1: 5.26 ACRES BEING LOT 1 INFRA TECHNOLOGY ADDITION, WHARTON COUNTY, TEXAS.

TRACT 2 & 3: EASEMENT AS FOLLOWS:

TRACT NO. 2: 0.1222 ACRE ACCESS EASEMENT IN THE A. JACKSON TIMBER LEAGUE, ABSTRACT NO. 34, WHARTON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A 0.1222 ACRE (5,319 SQUARE FEET) TRACT OF LAND LOCATED IN THE A. JACKSON TIMBER LEAGUE, ABSTRACT NO. 34, WHARTON COUNTY, TEXAS BEING OUT OF A CALLED 39.039 ACRE TRACT OF LAND, CONVEYED TO WHARTON INDUSTRIAL FOUNDATION, INC, BY INSTRUMENT RECORDED IN VOLUME 388, PAGE 247 OF THE OFFICIAL RECORDS OF REAL PROPERTY WHARTON COUNTY, TEXAS, SAID 0.1222

ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF THE SAID 39.039 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 1, CITY OF WHARTON-PEACH CREEK SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN SLIDE NO. 2061 OF THE WHARTON COUNTY PLAT RECORDS LYING IN THE NORTH RIGHT-OF-WAY LINE OF THE COUNTY ROAD NO. 222 (A 80 FOOT WIDE PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 10°38'58" EAST (CALLED NORTH 13"18' EAST), ALONG THE COMMON LINE BETWEEN THE SAID 39,039 ACRE TRACT AND THE SAID LOT 1, CITY OF WHARTON-PEACH CREEK SUBDIVISION A DISTANCE OF 1226.00 FEET TO A 1/2-INCH IRON ROD WITH CAP (TETRA) SET;

THENCE, NORTH 39°28'52" WEST, CROSSING THE SAID 39.039 ACRE TRACT, A DISTANCE OF 873.67 FEET TO A 1/2-INCH IRON ROD WITH CAP (TETRA) SET IN THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 59 (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF BEGINNING:

THENCE, SOUTH 49°58'42" WEST, ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO, 59 A DISTANCE OF 110.44 FEET TO A CONCRETE MONUMENT (BROKEN) FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1432.40 FEET;

THENCE, ALONG THE CURVE TO THE RIGHT HAVING A RADIUS OF 1432.40 FEET AN ARC DISTANCE OF 102.33 FEET WITH A CHORD DISTANCE OF 102.31 FEET AND CHORD BEARING OF SOUTH 52°22'31" WEST TO A 1/2-INCH IRON ROD WITH CAP (TETRA) SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT IN THE NORTHEASTERLY LINE OF A 60 FOOT WIDE STRIP OF LAND OF A CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO GORDON AND LINDA FRANKLIN BY INSTRUMENT RECORDED IN VOLUME 438, PAGE 724 OF THE OFFICIAL RECORDS OF REAL PROPERTY WHARTON COUNTY, TEXAS;

THENCE, SOUTH 39°28'52" EAST, ALONG THE NORTHEASTERLY LINE OF THE SAID 60 FOOT WIDE STRIP, A DISTANCE OF 25.00 FEET TO A 1/2 INCH IRON ROD WITH CAP (TETRA) SET FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1457.40 FEET AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE CURVE TO THE LEFT HAVING A RADIUS OF 1457.40 FEET AN ARC DISTANCE OF 102.56 FEET WITH A CHORD DISTANCE OF 102.54 FEET AND CHORD BEARING OF NORTH 52°20'20" EAST TO A 1/2-INCH IRON ROD WITH CAP (TETRA) SET;

THENCE, NORTH 49° 58' 42" EAST A DISTANCE OF 110.20 FEET TO A 1/2-INCH IRON ROD WITH CAP (TETRA) SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 39°28'52" WEST, A DISTANCE OF 25.00 FEET TO THE PLACE OF BEGINNING CONTAINING WITHIN THESE CALLS 0.1222 ACRES (5,319 SQUARE FEET) OF LAND.

TRACT NO. 3: 0.0346 ACRE ACCESS EASEMENT IN THE A. JACKSON TIMBER LEAGUE, ABSTRACT NO. 34, WHARTON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A 0.0346 ACRE (1,506 SQUARE FEET) TRACT OF LAND LOCATED IN THE A. JACKSON TIMBER LEAGUE, ABSTRACT NO. 34, WHARTON COUNTY, TEXAS BEING OUT OF A CALLED 5.00 ACRE TRACT OF LAND, CONVEYED TO GORDON AND LINDA FRANKLIN BY INSTRUMENT RECORDED IN VOLUME 438, PAGE 724 OF THE OFFICIAL RECORDS OF REAL PROPERTY WHARTON COUNTY, TEXAS AS SHOWN BY PLAT THEREOF FILED IN SLIDE 3115 OF THE WHARTON COUNTY PLAT CABINET RECORDS; SAID 0.0346 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF A CALLED 39.039 ACRE TRACT OF LAND CONVEYED TO WHARTON INDUSTRIAL FOUNDATION, INC. BY INSTRUMENT RECORDED IN VOLUME 3, PAGE 3 OF THE OFFICIAL RECORDS OF REAL PROPERTY WHARTON COUNTY, TEXAS AND THE SOUTHEAST CORNER OF LOT 1, CITY OF WHARTON-PEACH CREEK SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF RECORDED TO SLIDE NO. 2061 OF THE WHARTON COUNTY PLAT RECORDS LYING IN THE NORTH RIGHT-OF-WAY LINE OF THE COUNTY ROAD NO: 222 (A 80 FOOT WIDE PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 10°38'58" EAST (CALLED NORTH 13°18' EAST), ALONG THE COMMON LINE BETWEEN THE SAID 39.039 ACRE TRACT AND THE SAID LOT 1, CITY OF WHARTON - PEACH CREEK SUBDIVISION A DISTANCE OF 1226.00 FEET TO A 1/2 INCH IRON ROD WITH CAP (TETRA) SET;

THENCE, NORTH 39°28'52" WEST, CROSSING THE SAID 39.039 ACRE TRACT, A DISTANCE OF 873.67 FEET TO A 1/2-INCH IRON ROD WITH CAP (TETRA) SET IN THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 59 (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, SOUTH 49°58'42" WEST, ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 59 A DISTANCE OF 110,44 FEET TO A CONCRETE MONUMENT (BROKEN) FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1432.40 FEET;

THENCE, ALONG THE CURVE TO THE RIGHT HAVING A RADIUS OF 1432.40 FEET AN ARC DISTANCE OF 102.33 FEET WITH A CHORD DISTANCE OF 102.31 FEET AND CHORD BEARING OF SOUTH 52°22'31" WEST TO A 1/2-INCH IRON ROD WITH CAP (TETRA) SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT IN THE NORTHEASTERLY LINE OF A 60 FOOT WIDE STRIP OF LAND OF THE SAID 5.00 ACRE TRACT AND POINT OF BEGINNING;

THENCE, CONTINUING ALONG THE CURVE TO THE RIGHT HAVING A RADIUS OF 1432.40 FEET AN ARC DISTANCE OF 60.24 FEET WITH A CHORD DISTANCE OF 60.24 FEET AND CHORD BEARING OF SOUTH 55°37'36" WEST TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT IN THE SOUTHWESTERLY LINE OF A 60 FOOT WIDE STRIP OF LAND OF THE SAID 5.00 ACRE TRACT;

THENCE, SOUTH 39°28'52" EAST, ALONG THE SOUTHWESTERLY LINE OF THE SAID 60 FOOT WIDE STRIP, A DISTANCE OF 25.00 FEET TO A 1/2-INCH IRON ROD WITH CAP (TETRA) SET FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1457.40 FEET AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE CURVE TO THE LEFT HAVING A RADIUS OF 1457.40 FEET AN ARC DISTANCE OF 60.24 FEET WITH A CHORD DISTANCE OF 60.24 FEET AND CHORD BEARING OF NORTH 55°32'20" EAST TO A 1/2-INCH IRON ROD WITH CAP (TETRA) SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 39°28'52" WEST, A DISTANCE OF 25.00 FEET TO THE PLACE OF BEGINNING CONTAINING WITHIN THESE CALLS 0.0346 ACRES (1,506 SQUARE FEET) OF LAND.

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 informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



First American

SCHEDULE B

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **NCS-952187-MKE**

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. Owners Policy only
 - b. Any visible or apparent roadway or easement, over or across the subject property, the existence of which does not appear of record or that would be shown a current survey. (Owners Policy only)
 - c. Easement for electric transmission line shown in instrument front infra Technology to Centerpoint Energy dated February 18, 2016, recorded in Volume 1014, Page 934 of the Wharton County Official Records.
 - d. That certain mineral interest, the royalties, bonuses, rentals and all other rights in connection with said mineral rights, as reserved in perpetuity in Instrument dated January 3, 1994, executed by Peggy Caudill Hawes in favor of Hugh Rust Hawes, III, et al, recorded in Volume 106, Page 52 of the Official Records of Wharton County, Texas. Title to said mineral interest not checked subsequent to date of aforesaid instrument.
 - e. That certain mineral interest, the royalties, bonuses, rentals and all other rights in connection with said mineral rights, as reserved in perpetuity in instrument dated October 23, 2000, executed by Hugh Rust Hawes, III, et al in favor of Wharton Industrial Foundation, Inc., recorded in Volume 388, Page 247 of the Official Records of Wharton County, Texas. Title to said mineral interest not checked subsequent to date of aforesaid instrument. (surface waiver contained therein)
 - f. That certain royalty interest, as conveyed for a period of 3 years, and as long thereafter as oil or gas is produced in instrument dated June 11, 1997, executed by Hugh Rust Hawes, III, et al in favor of M.L. Cogburn, recorded in Volume 241, Page 632 of the Wharton County Official Records. Title to said royalty interest not checked subsequent to date of aforesaid instrument.
 - g. Access Easement Agreement dated February 4, 2016, executed by Wharton Industrial Foundation, Inc., et al, recorded in Volume 1012, Page 699 of the Official Records of Wharton County, Texas.



First American

SCHEDULE C

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **NCS-952187-MKE**

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:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - 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,
 - there is legal right of access to and from the land,
 - (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. Execution and delivery to us by Seller of Affidavit as to Debts and Liens.
6. Execution and delivery to us by Purchaser of Waiver of Inspection.
7. Good Funds (as defined in Procedural Rule P-27 of the Basic Manual for Writing Title Insurance in the State of Texas) in an amount equal to all disbursements must be received and deposited before any disbursements may be made. Partial disbursements, prior to receipt and deposit of good funds, are not permitted.
8. Item 2 of Schedule B of this Commitment for Title Insurance may be amended on the Mortgagee Policy of Title Insurance to be issued to delete all of said Item 2 save "SHORTAGES IN AREA" if the Title Company considers the additional hazard insurable and upon being furnished with an acceptable complete survey made by a Registered Public Land Surveyor, according to Procedural Rule P-2 of the Basic Manual for Writing Title Insurance in the State of Texas. Said amendment may also be made in the Owner Policy of Title Insurance to be issued upon payment of the premium as specified in Rate Rule R-16 of said Manual.
9. Item 5 of Schedule B of the Mortgagee Title Policy to be issued hereunder may be amended to state, after the standard exception, "COMPANY INSURES THAT STANDBY FEES AND TAXES FOR THE YEAR 2019 ARE

NOT YET DUE AND PAYABLE" upon the satisfaction of the Title Company that all taxes for the year 2019 are not yet due and payable; and upon payment to the Title Company of an additional premium in the amount of \$5.00.

10. Item 5 of Schedule B of the Mortgagee Title Policy to be issued hereunder may be amended by deleting "AND SUBSEQUENT ASSESSMENT FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP" upon satisfaction of the Title Company that there will be no subsequent assessment due to change in usage or ownership; and upon payment of an additional premium of \$20.00.
11. Lien Affidavit in the amount of \$1,940,400.68 in favor of American Welding Services against Infra Technology, LLC., recorded in Volume 1051, Page 469 of the Wharton County Official Records.
12. Lien Affidavit dated July 12, 2018 in the amount of \$75,987.80 in favor of Clean Co. Systems against Infra Technology recorded in Volume 1102, Page 617 of the Wharton County Official Records.

NOTICE: By agreement between Mid-Coast Title Company and FIRST AMERICAN TITLE, this Commitment for Title Insurance is issued solely for the purpose of furnishing examined title evidence for issuance of a directly-issued ("Home Office Issue") Policy pursuant to TEX. INSURANCE CODE Sec. 2704.001 and Rules P-1 (z) and P-24, Basic Manual of Rules, Rates and Forms (Texas Department of Insurance), Mid-Coast Title Company shall itself have no obligation under this commitment to issue any Policy of Title Insurance, and all matters of title insurance underwriting and risk determination are the responsibility of FIRST AMERICAN TITLE.



First American

SCHEDULE D

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

The following Disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance.

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

UNDERWRITER: First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public company formed in Delaware.

Directors: Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton, Ellen C. Albrecht

Officers: President, Chief Executive Officer: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Mark E. Seaton

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

AGENT: First American Title Insurance Company (Direct Operation)

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:
First American Financial Corporation 100%

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:
NONE

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
Dennis J. Gilmore; Christopher M. Leavell; Jeffrey S. Robinson; Mark E. Seaton; Ellen C. Albrecht

If the Title Insurance Agent is a corporation, the following is a list of its officers:
Justin Taylor, Vice President; Brian J. Watts, Vice President

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	\$TBD
Loan Policy	\$TBD
Endorsement Charges	\$TBD
Other	\$ _____
Total	\$TBD

Of this total amount \$0.00 (or ____ %) will be paid to the policy issuing Title Insurance Company; \$0.00 (or _____ %) will be retained by the Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Service
\$0.00 (or _____ %)	_____	_____
\$ _____ (or _____ %)	_____	_____
\$0.00 (or _____ %)	_____	_____

"* 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."



FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment for Title Insurance Form (T-7)

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 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



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.