

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TITLE RESOURCES GUARANTY COMPANY

SCHEDULE A

Effective Date: **October 18, 2024, 07:00 am**

GF No. **89887**

Commitment No. _____, issued **October 22, 2024, 02:59 pm**

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: **To Be Determined,
and each successor in ownership of the indebtedness secured by the insured
mortgage, except a successor who is an obligor under the provisions of
Section 12(c) of the Conditions.**
- 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:
[40 Alcove Properties, LLC, a Texas limited liability company](#)

4. Legal description of land:

FIELD NOTE DESCRIPTION of a 11.73 acre tract of land located in the southeast quarter of Section 9, Block D-6, A-106, Lubbock County, Texas as recorded in Volume 4942, Page 156 of the Official Real Property Records of Lubbock County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod set for the southeast corner of this survey, common with the southeast corner of the the southeast quarter of said Section 9 and southeast corner of survey recorded in Volume 4942, Page 156 of the Official Real Property Records of Lubbock County, Texas;

THENCE S 90°00'00" W with the south line of the southeast quarter of said Section 9 and in County Road a distance of 1367.37 feet to a 1/2" iron rod set for the southwest corner of this survey;

THENCE N 0°01'30" E at 55 feet pass a 1/2" iron rod set in the North ROW of a County Road, continuing a total distance of 373.51 feet to a 1/2" iron rod set for the northwest corner of this survey;

THENCE N 89°59'41" E at 1312.37 feet pass a 1/2" iron rod set in the West ROW of a County Road, continuing a total distance of 1367.37 feet to a 1/2" iron rod set for the northeast corner of this survey;

THENCE S 0°01'30" E with the East line of the southeast quarter of said Section 9 and a County Road ROW, a distance of 373.64 feet to the **POINT OF BEGINNING** containing 11.73 acres of land, more or less, including a 55 foot wide County Road easement reserved on the south and east boundary of this survey. Said County Road easements contain 2.13 acres of land more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal descriptions of area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational purposes and/or identification purposes and does not override Item 2 of Schedule B hereof.

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):

In [Volume 5036, Page 342](#), Official Real Property Records, Lubbock County, Texas.

Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, sexual preference, gender identity, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing true copy of the document and do not publish, state, or imply such personal restrictions or covenants are enforceable.

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 **2024**, 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 incident to the ownership and lessees of the minerals reserved in [Volume 208, Page 528](#), Deed Records, Lubbock County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument. In regard only to this exception, Item/paragraph 4(d) of the T-19.1 Endorsement is hereby deleted. In regard only to this exception, Item/paragraph 4(d) of the T-19 Endorsement is hereby deleted.**
- b. **Bill of Sale for Group Line Facilities dated April 25, 1968, recorded in [Volume 1255, Page 199](#), Deed Records, Lubbock County, Texas, executed by HURLWOOD GAS ASSOCIATION-LITTLEJOHN to PIONEER NATURAL GAS COMPANY.**
- c. **Rights incident to the ownership and lessees of the minerals reserved in [Volume 1412, Page 176](#), Deed Records, Lubbock County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument. In regard only to this exception, Item/paragraph 4(d) of the T-19.1 Endorsement is hereby deleted. In regard only to this exception, Item/paragraph 4(d) of the T-19 Endorsement is hereby deleted.**
- d. **Transmission Line Right of Way Easement dated April 18, 1962, recorded in [Volume 1608, Page 533](#), Deed Records, Lubbock County, Texas, executed by W. T BEARD to SOUTH PLAINS ELECTRIC COOPERATIVE.**
- e. **Right of Way Easement dated August 22, 1995, recoded in [Volume 4946, Page 291](#), Official Real Property Records, Lubbock County, Texas, executed by BOBBY G. DAY to the COUNTY OF LUBBOCK.**
- f. **Rights of Parties in Possession. (Owner Policy Only).**
- g. **Visible and Apparent easements on or across the property. (Owner Policy Only)**
- h. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas, or 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.**
- i. **All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, 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 geothermal energy and associated resources below the surface of the Land 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. **Obtain proof that the Franchise Tax Status is ACTIVE to determine good standing for 40 Alcove Properties, LLC, a Texas limited liability company.**
6. **Resolution authorizing the proper officers of 40 Alcove Properties, LLC, a Texas limited liability company to execute documents.**
7. **Effective October 1, 2024, property taxes for the year 2024 will become due and payable to the Lubbock Central Appraisal District. The availability of "not yet due and payable" language is subject to Texas Department of Insurance Procedural Rule 20(C)(1) and not available for the following year of 2025 once current year taxes of 2024 have become due and payable or have been paid.**
8. **Affidavit as to debts and liens and parties in possession.**
9. **IF SURVEY IS REQUIRED, CHECK SURVEY FOR ENCROACHMENTS AND OBTAIN ANY NECESSARY AFFIDAVITS OR HOLD HARMLESS. IN THE EVENT SURVEYS ARE REQUIRED AND NOT ORDERED TIMELY DUE TO LENDER AUTHORIZATION DELAYS, AND THE LATE RECEIPT OF THE SURVEY (I.E. THE DAY OF OR AFTER CLOSING), WE RESERVE THE RIGHT TO MAKE AMENDMENTS AND EXCEPT TO ANY UNFORESEEN ENCROACHMENTS, PROTRUSIONS, EASEMENTS, OR ANY OTHER ISSUES THAT MAY ARISE REGARDING THE SURVEY.**
10. **Notice to Buyers/borrowers/Sellers/Lenders: We reserve the right to refuse any illegible copy of a prior survey being provided by the seller (as per the contract) or by the borrower or lender. Also, in the event that the Form T-47: Residential/Commercial Real Property Affidavit is not provided timely in addition to the prior survey (original or copy), a new survey will be required in order to provide survey deletion coverage. If there have been changes to the property, a new survey will be required in order to provide survey deletion coverage. The absence of an approved survey will exclude the use of a Short Form Residential Mortgage Policy.**
11. **Notice to Lenders: Please notify us immediately if requesting the following endorsements. The commitment will be revised accordingly.**

T-19 Mortgagee Restrictions, Encroachments, Minerals Endorsement**T-17 Planned Unit Development Mortgagee Endorsement**

{Note to examiners/closers: T-19 applies to any mortgagee policy. T-17 applies to 1-4 Family Residential mortgagee policies. Title Work will need to be revised.}

12. If any part to the transaction will execute documents by a power of attorney, this Company requires that the agent of each such power of attorney provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Texas Estate Code §751.203.
13. Company requires that notary seals contained in any document executed on or after January 1, 2016, must include the notary's identification number as required by Texas Government Code §406.013 when the notary public is either (1) a new notary appointee or (2) an existing notary appointee whose appointment has been renewed on or after January 1, 2016.
14. **Effective March 28, 2007, the following wording must appear on the front page of ALL deeds, deeds of trusts and mortgages and must be typed in 12-point bold or uppercase letters before the county clerk's office will accept them for recording: NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE.**

Countersigned
Western Title Company

By _____

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **89887**

Effective Date: **October 18, 2024, 07:00 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

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

Shareholders: RE Closing Buyer Corp.

Directors: Donald J. Casey; Alan Colberg; Matthew Kabaker; Kevin Mahony; J. Scott McCall; Virginia Suliman; H. Ilene Topper; Ajay Waghray, Charles Chacko

Officers: J. Scott McCall-President/CEO; Owen E. Girand-Secretary; Petter Prygelski-Treasurer/Chief Financial Officer

2. Western Title Company, a Texas Corporation, the issuing agent is wholly owned by:

Robert A. Brandt

Rosamond Brandt (co-owner)

Names of the senior management of Western Title Company, a Texas Corporation, on April 1, 2011 are as follows:

Robert A. Brandt.....President & Director

Rosamond Brandt.....Sec/Treas. & Director

Shane Boggs.....Vice President/Plant 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 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>
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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."

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 (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.

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

Title Resources Guaranty Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate			
1	2	3 1	4 303	5	6	7	8