

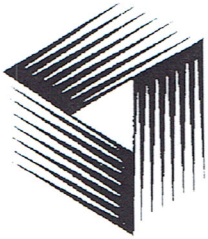
Issued from the  
office of:

**CAMERON COUNTY  
TITLE COMPANY, INC.**

Suite 3  
855 West Price Road  
Brownsville, Texas 78520  
Phone: (210) 546-4533

16/16

Confidential  
Kaldridge Kaldridge  
Stradley Ronon  
Aug 31, 2017 10:44



**TEXAS OWNER  
POLICY OF TITLE  
INSURANCE**

Issued By  
TRANSNATION TITLE INSURANCE COMPANY



HOME OFFICE:  
1700 Market Street | Philadelphia, PA 19103

B 1178-8

Confidential

Kaldridge Kaldridge  
Stradley Ronon  
Aug 31, 2017 10:44

# Transnation Title Insurance Company



confidential  
Kaidridge Kaidridge  
Stradley Ronon  
Aug 31, 2017 10:44

Valid Only If Schedule B And  
Cover Page Are Attached

14/16

## SCHEDULE A

confidential  
Kaidridge Kaidridge  
Stradley Ronon  
Aug 31, 2017 10:44

Issued with Policy No.

Amount of Insurance: \$ 50,000.00

Policy No.:A33-004041

File No.: 70171

Premium: \$ 591.00 Date of Policy: May 27, 1999 at 9:49 A.M.

1. Name of Insured:  
SSP Partners, a Texas General Partnership

2. The estate or interest in the land that is covered by this Policy is:  
FREE SIMPLE

3. Title to the estate or interest in the land is insured as vested in:  
SSP Partners, a Texas General Partnership

4. The land referred to in this policy is described as follows:

The rear or Northwest one-half (NW 1/2) of Lot Twelve (12), Block Twelve (12), PARADES ADDITION to the City of Brownsville, Cameron County, Texas, according to the Map or Plat thereof recorded in Volume 11, Page 108, Deed Records of Cameron County, Texas.

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding rights of coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy;

(e) resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.

5. Any claim which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state or federal creditors' rights laws that is based on either (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend, (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

**EXCLUSIONS FROM COVERAGE**

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding rights of coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy;

(e) resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.

5. Any claim which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state or federal creditors' rights laws that is based on either (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend, (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**TRANSNATION TITLE INSURANCE COMPANY**

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;

2. Any defect in or lien or encumbrance on the title;


3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;

4. Lack of a right of access to and from the land;

5. Lack of good and indefeasible title.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

ISSUED BY  
TRANSNATION TITLE INSURANCE COMPANY



**Transnation**

POLICY NUMBER  
A33-004041

**OWNER'S POLICY OF TITLE INSURANCE**

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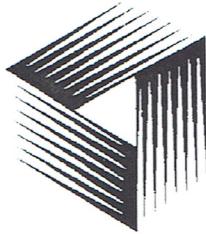
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12/16

Confidential  
Kathridge Kaidridge  
Stradley Ronon  
Aug 31, 2017 10:44



**TEXAS OWNER  
POLICY OF TITLE  
INSURANCE**

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TRANSMATION TITLE INSURANCE COMPANY



HOME OFFICE:  
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Confidential  
Kathridge Kaidridge  
Stradley Ronon

Aug 31, 2017 10:44



Authorized Officer  
Agent  
Cameron County Title Company, Inc.

Countersigned:

10/16

- We do not cover loss, costs, attorney's fees and expenses resulting from:
1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):  
 \*\*\* THIS EXCEPTION IS HEREBY DELETED.
  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.
  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.
  5. Standby fees, taxes and assessments by any taxing authority for the year 19 99 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
  6. 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. Encroachment of board fence and chain link fence as shown on Survey of Mejia & Rose Inc., dated October 12, 1998.
    - b. Rights of the State of Texas as to Monitor Well as shown on Survey of Mejia & Rose Inc., dated October 12, 1998.

**EXCEPTIONS FROM COVERAGE**

File No. 70172  
Policy No. A33-004028

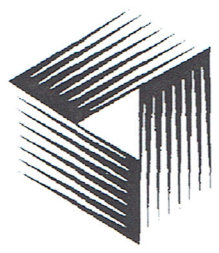


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confidential  
Kaldridge Kaldridge  
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Aug 31, 2017 10:43



**TEXAS OWNER  
POLICY OF TITLE  
INSURANCE**

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TRANSNATION TITLE INSURANCE COMPANY



Home Office:  
1700 Market Street | Philadelphia, PA 19103

confidential  
B 1178-8  
Kaldridge Kaldridge  
Stradley Ronon  
Aug 31, 2017 10:43

6/4



Transnation  
Title Insurance Company

Confidential  
Aug 31, 2017 10:43  
Stradley Ronon  
Cambridge, MA

Agent  
Cameron County Title Company, Inc.  
Authorized Officer

Countersigned:

4/16

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.
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.
5. Standby fees, taxes and assessments by any taxing authority for the year 19 99 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

We do not cover loss, costs, attorney's fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):  
\*\*\* THIS EXCEPTION IS HEREBY DELETED.

**EXCEPTIONS FROM COVERAGE**

Policy No. A33-004027  
File No. 70169

Confidential  
Aug 31, 2017 10:43  
Stradley Ronon  
Cambridge, MA  
**SCHEDULE B**



CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS. The following terms when used in this policy mean: (a) "insured", the insured named in Schedule A, and, subject to any rights or defenses... 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land... 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT. The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, or (ii) in case knowledge shall exist to an insured hereunder of any claim of title or interest that is adverse to the title to the estate or interest... 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE. Upon written request by the insured and subject to the options contained in Section 5 CLAIMANT TO COOPERATE. (a) Upon written request by the insured and subject to the options contained in Section 5... 5. PROOF OF LOSS OR DAMAGE. In addition to and after the notices required under Section 3 of these Conditions and stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 91 days after the insured claimant shall describe the facts giving rise to the loss or damage... 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY. In case of a claim under this policy, the Company shall have the following additional options: (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized or obligated to pay. Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation. (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant. (i) To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or (ii) To pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

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Kathridge Keybridge
Stratford Keybridge