

TEXAS COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

GF No. 15201520-015-BJV

Effective Date: May 30, 2001 at 5:00 p.m.

Commitment No. 15201520 issued July 11, 2001, p.m.

1 The policy or policies to be issued are:

(a) OWNER POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$
PROPOSED INSURED:

(b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$
PROPOSED INSURED:

(c) MORTGAGEE POLICY OF TITLE INSURANCE (FORM T-2)

Policy Amount: \$To Be Determined
PROPOSED INSURED:

GE Capital Mortgage Services, Inc., and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provision of Section 12(c) of the Conditions and Stipulations

Proposed Borrower:
SSP Partners, a Texas general partnership

(d) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount: \$
PROPOSED INSURED:

Proposed Borrower:

(e) OTHER:

Policy Amount: \$
PROPOSED INSURED

2. The interest in the land covered by this Commitment is: Tract I: Leasehold Estate created by that certain Memorandum of Lease between Julian Asheim, individually and as Testamentary Trustee of the Estate of Ike Bollaack, Lessor and Circle K Stores, Inc., as Lessee dated April 24, 1995, filed for record on June 27, 1995, Volume 3431, page 315, Official Records of Cameron County, Texas, and Memorandum of Assignment of Lease between Circle K Corporation Lessor and SSP Partners Lessee dated May 1, 1995, filed for record on June 28, 1995, Volume 3434 Page 13, Official Records of Cameron County, Texas and Memorandum of Sublease between SSP Partners, L.L.C., a Delaware LLC Lessor and SSP Partners, a Texas general partnership, dated January 29, 1998, filed for record February 2, 1998, Volume 4729, Page 1, Official Records of Cameron County, Texas.

Tract II: Fee Simple

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Exhibit A

GF# 15201520 BV

TRACT I:

Lots Eight (8), Nine (9) and Ten (10), Block Twelve (12), PAREDES ADDITION, City of Brownsville, Cameron County, Texas, according to map or plat thereof recorded in Volume 11, Page 108, of the Deed Records of Cameron County, Texas; **SAVE AND EXCEPT** that portion of said Lots reserved and retained by the City of Brownsville for International Boulevard Right of Way as described in Deed recorded in Volume 602, Page 631, Deed Records of Cameron County, Texas.

TRACT II:

Lots Eleven (11) and Twelve (12), Block Twelve (12), PAREDES ADDITION, City of Brownsville, Cameron County, Texas, according to map or plat thereof recorded in Volume 11, Page 108, of the Deed Records of Cameron County, Texas.

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SCHEDULE B continued

Commitment No. **15201520**

GF No. **15201520-015-BJV**

A. Wolff, Calvin M Wolff, Jerome S. Ashheim, Vivian Wooten and Abe Wooten, Cause No. 47,549, 103rd District Court, Cameron County, Texas, recorded in Volume 840, Page 448, Deed Records of Cameron County, Texas.

- b. Visible and apparent easements on or across property described in Schedule A.
- c. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
- d. Rights of Parties in Possession.

Commitment No. 15201520

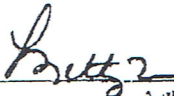
GF No. 15201520-015-BJV

9. **ARBITRATION:**

The Owner Policy of Title Insurance (Form T-1) and the Mortgage Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If the Insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company

NOTICE: Escrow Agent (i) has no liability on a check until the check has cleared; (ii) shall not be liable for any interest or other charge on the Earnest Money and shall be under no duty to invest or re-invest funds held by it at any time unless otherwise agreed in writing, and (iii) may receive financial benefits from depository institutions based, in whole or in part, on the maintenance of escrow deposits which may or may not include the Earnest Money described herein

First American Title Ins. Co. of Texas

By: 
Authorized Countersignature (RMF/rmi)

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