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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 mechanics, laborers or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Mortgage 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. Memorandum of Lease dated April 24, 1995, filed June 27, 1995, executed by Circle K Stores, Inc. to Julian Ashveim, individually and as Testamentary Trustee of the Estate of Ike Bollack, recorded in Volume 3451, Page 315, Official Records of Cameron County, Texas.
6. Memorandum of Assignment of Lease dated May 1, 1995, filed June 28, 1995, between Circle K Corporation and SSP Partners, recorded in Volume 3434, Page 13, Official Records of Cameron County, Texas.
7. Memorandum of Lease (Sublease) dated January 29, 1998, filed February 2, 1998, executed by SSP Partners, L. L. C., a Delaware LLC to SSP Partners, a Texas general partnership, recorded in Volume 4729, Page 1, Official Records of Cameron County, Texas.

7. DELETED ON PURPOSE

8. Prior to closing, furnish a copy of the Partnership Agreement of SSP Partners. Additional requirements may be made upon examination of said agreement.
- Proof that SSP Partners, a Texas ~~limited~~ Partnership, has filed its Articles of Limited Partnership with the appropriate state authority.

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EXAS (Commitment T-7 (Rev. 12-30-99) - Schedule B

Valid Only if Schedule A, C, D and Cover are attached

First American Title Insurance Company of Texas

First American Title Ins. Co. of Texas

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Judgment dated August 18, 1967 executed by Julian Ashstein, Individually and as Independent Executor and Testamentary Trustee of the Estate of the Bollaack VS. Rachael Watt, Julian Moritz and Charles W. Wolff, Harvey

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Item No. 1, Schedule B, 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. (Applies to the Owner 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 Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2001, and subsequent years, and subsequent taxes and assessments by any taxing authority 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.
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 Mortgage 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 Mortgage Policy only.)
9. 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. Judgment dated August 18, 1967 executed by Julian Ashstein, Individually and as Independent Executor and Testamentary Trustee of the Estate of the Bollaack VS. Rachael Watt, Julian Moritz and Charles W. Wolff, Harvey

EXCEPTIONS FROM COVERAGE

Commitment No 15201520

CF No. 15201520-015-BJV

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Commitment No. 15201520

3. Record Title to the land on the Effective Date appears to be vested in:
 SSP Partners, a Texas general partnership as to Fee for Tract II
 Julian Ashelm, Individually and as Testamentary Trustee of the Estate of Ike Bollack, Deceased, as to Fee for Tract I

4. Legal description of land:
 See Exhibit A attached hereto and made a part hereof.

CF No. 15201520-015-BJV

SCHEDULE A continued

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