

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.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

We, Fidelity National 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 B and 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.

Issued by:

**Fidelity National Title Insurance Company**



By: *[Handwritten Signature]*



President

Attest:

*[Handwritten Signature]*

Secretary

By *[Handwritten Signature]*  
**Traci Miller**

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.

**COMMITMENT FOR TITLE INSURANCE**

Issued By

*Fidelity National Title Insurance Company*

**SCHEDULE A**

Effective Date: **September 3, 2018, 8:00 am**

GF No. **180375TTX**

Issued Date: **September 18, 2018, 8:00 am**

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: **\$11,000,000.00**  
PROPOSED INSURED: **CS 125 Hospitality, LLC, a Texas limited liability company**
- 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: **\$7,801,730.00**  
PROPOSED INSURED: **CrossFirst Bank, a Kansas state chartered bank, 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.**  
Proposed Borrower: **CS 125 Hospitality, LLC, a Texas limited liability company**
- 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**

**Tracts 2, 3, 4 and 5: Easement estate for a nonexclusive, perpetual, free and unobstructed easement and right-of-way as set forth in Reciprocal Easement Agreement dated, April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas.**

**Tract 6: Easement estate for a nonexclusive, perpetual, free and unobstructed easement for utilities (including drainage) as set forth in Reciprocal Easement Agreement dated April 15, 1999, recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas.**

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

**WS COLLEGE STATION, JV, LLC, a Delaware limited liability company**

4. Legal description of land:

**SEE ATTACHED EXHIBIT "A"**

Countersigned  
**Thomas Title & Escrow**  
By:

A handwritten signature in black ink, appearing to read "Thomas Title & Escrow".

## EXHIBIT "A"

## TRACT 1:

Being all that certain lot, tract or parcel of land containing 4.328 acres, more or less, situated in the Robert Stevenson League, Abstract 54 and the Thomas Caruthers Survey, Abstract 9, City of College Station, Brazos County, Texas, and being all of that certain called LOT 2A, BLOCK ONE, REPLAT OF PART OF LOT 2, BLOCK ONE, CORNERSTONE COMMERCIAL, SECTION ONE, addition to the City of College Station, Texas, according to the Plat recorded in Volume 3922, Page 282, Official Records of Brazos County, Texas.

## TRACT 2:

TOGETHER WITH all right, title, and interest in and to the Easement Estate as created and defined by that Reciprocal Easement Agreement dated, April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas, and being over and across the following described property:

Being all that certain lot, tract or parcel of land being 0.152 of one acre situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54 and the THOMAS CARUTHERS SURVEY, Abstract No. 9, City of College Station, Brazos County, Texas, and being a part of that certain Called Lot 2, Block One, of the AMENDING PLAT of CORNERSTONE COMMERCIAL SECTION ONE, of record in Volume 3283, Page 201, Official Records of Brazos County, Texas, same being out of a Called 8.244 acre tract as described in deed from the Federal Deposit Insurance Corporation to C.S.L. of Texas, Inc. of record in Volume 2011, Page 199, Official Records of Brazos County, Texas, said 0.152 acre tract being more particularly described by metes and bounds as follows: COMMENCING at a 1/2" Iron Rod set in the northeast right-of-way line of STATE HIGHWAY NO. 6 for the most southerly corner of a certain 1.803 acre tract, said corner being at the calculated intersection of the southeast line of said Lot 2 and the northeast right-of-way line of STATE HIGHWAY NO. 6; THENCE N 29° 24' 48" W, along the northeast right-of-way line of said STATE HIGHWAY NO. 6 a distance of 377.50 feet to a 1/2" Iron Rod set for the most westerly corner of said 1.803 acre tract, said corner being an exterior corner of a certain 4.328 acre tract, same being the most westerly corner of this 0.152 of one acre tract AND THE BEGINNING POINT OF THIS 0.152 ACRE TRACT; THENCE N 60° 42' 36" E, along a common line between said 1.803 acre tract and said 4.328 acre tract a distance of 227.97 feet to a 1/2" Iron Rod set for the most northerly corner, same being the most northerly corner of said 1.803 acre tract and an interior corner of said 4.328 acre tract; THENCE S 29° 17' 24" E, along a common line between said 1.803 acre tract and said 4.328 acre tract a distance of 312.63 feet to a 1/2" Iron Rod set in the southeast line of said Lot 2 for the most easterly corner same being the most easterly corner of said 1.803 acre tract and an exterior corner of said 4.328 acre tract, said corner being S 44° 46' 24" W a distance of 226.56 feet from a 1/2" Iron Rod set for an exterior corner of said Lot 2; THENCE S 44° 46' 24" W, along the southeast line of said Lot 2 a distance of 13.00 feet to a point for an exterior corner; THENCE N 29° 17' 24" W, a distance of 303.70 feet to a point for an interior corner; THENCE S 60° 42' 36" W, a distance of 215.44 feet to a point in the northeast right-of-way line of said STATE HIGHWAY NO. 6 for an exterior corner; THENCE N 29° 24' 48" W, along said northeast right-of-way line a distance of 12.50 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 6623 square feet or 0.152 OF ONE ACRE OF LAND, MORE OR LESS.

## TRACT 3:

TOGETHER WITH all right, title, and interest in and to the Easement Estate as created and defined by that Reciprocal Easement Agreement dated, April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas, and being over and across the following described property:

Being all that certain lot, tract or parcel of land being 0.031 of one acre situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54 and the THOMAS CARUTHERS SURVEY, Abstract No. 9, City of College Station, Brazos County, Texas, and being a part of that certain Called Lot 2, Block One, of the AMENDING PLAT of CORNERSTONE COMMERCIAL SECTION ONE, of record in Volume 3283, Page 201, Official Records of Brazos County, Texas, same being out of a Called 8.244 acre tract as described in deed from the Federal Deposit Insurance Corporation to C.S.L. of Texas, Inc. of record in Volume 2011, Page 199, Official Records of Brazos County, Texas, said 0.031 acre tract being more particularly described by metes and bounds as follows: BEGINNING at a 1/2" Iron Rod set in the northeast right-of-way line of STATE HIGHWAY

NO. 6 for the most southerly corner, said corner being at the calculated intersection of the southeast line of said Lot 2 and the northeast right-of-way line of STATE HIGHWAY NO. 6, said corner also being the most southerly corner of a certain 1.803 acre tract; THENCE N 29° 24' 48" W, along the northeast right-of-way line of said STATE HIGHWAY NO. 6 a distance of 31.18 feet to a point for the most westerly corner, said corner being S 29° 24' 48" E a distance of 410.87 feet from a concrete right-of-way monument found at an angle point in said right-of-way line; THENCE N 44° 46' 24" E, a distance of 41.50 feet to a point for the most northerly corner; THENCE S 45° 13' 36" E, a distance of 30.00 feet to a point in the southeast line of said Lot 2 for the most easterly corner, said corner being S 44° 46' 24" W a distance of 412.80 feet from a 1/2" Iron Rod found for an exterior corner of said Lot 2; THENCE S 44° 46' 24" W, along the southeast line of said Lot 2 a distance of 50.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 1373 square feet or 0.031 OF ONE ACRE OF LAND MORE OR LESS.

**TRACT 4:**

TOGETHER WITH all right, title, and interest in and to the Easement Estate as created and defined by that Reciprocal Easement Agreement dated, April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas, and being over and across the following described property:

Being all that certain lot, tract or parcel of land being 0.156 of one acre situated In the ROBERT STEVENSON LEAGUE, Abstract No. 54 and the THOMAS CARUTHERS SURVEY, Abstract No. 9, City of College Station, Brazos County, Texas, and being a part of that certain Called Lot 2, Block One, of the AMENDING PLAT of CORNERSTONE COMMERCIAL SECTION ONE, of record in Volume 3283, Page 201, Official Records of Brazos County, Texas, same being out of a Called 8.244 acre tract as described in deed from the Federal Deposit Insurance Corporation to C.S.L. of Texas, Inc. of record in Volume 2011, Page 199, Official Records of Brazos County, Texas, said 0.156 acre tract being more particularly described by metes and bounds as follows: COMMENCING at a 1/2" Iron Rod set in the southwest right-of-way line of WOODCREEK DRIVE for the most westerly corner of a certain 1.931 acre tract, said corner being the most northerly corner of the TAC Realty, Inc. Called 0.012 Acre Tract as described in Volume 1565, Page 318, and the calculated most westerly corner of said Lot 2; THENCE with the northwest line of said lot 2 and the southeast right-of-way line of WOODCREEK DRIVE around a curve in a clockwise direction having a delta angle of 09° 52' 04", an arc distance of 153.28 feet, a radius of 890.00 feet, and a chord of N 55° 37' 03" E, a distance of 153.09 feet to a 1/2" Iron Rod found for the point of tangency of said curve; THENCE N 60° 33' 05" E, continuing along the northwest line of said Lot 2 and the southeast right-of-way line of WOODCREEK DRIVE a distance of 121.37 feet to a point for the most westerly corner of this access easement AND THE BEGINNING POINT OF THIS 0.156 ACRE TRACT; THENCE N 60° 33' 05" E along the northwest line of said Lot 2 a distance of 12.50 feet to a 1/2" Iron Rod set for the most northerly corner, said corner being the most westerly corner of a certain 4.328 acre tract and the most northerly corner of said 1.931 acre tract, and bearing S 60° 33' 05" W a distance of 134.07 feet from a 1/2" Iron Rod found for the most northerly corner of said Lot 2; THENCE. S 29° 17' 24" E, along a common line between said 1.931 acre tract and said 4.328 acre tract a distance of 329.51 feet to a 1/2" Iron Rod set for the most easterly corner, same being an interior corner of said 4.328 acre tract; THENCE S 60° 42' 36" W, along a common line between said 1.931 acre tract and said 4.328 acre tract a distance of 228.09 feet to a 1/2" Iron Rod set in the northeast right-of-way line of STATE HIGHWAY NO. 6 for the most southerly corner, same being an exterior corner of said 4.328 acre tract; THENCE N 29° 24' 48" W, along said northeast right-of-way line a distance of 9.55 feet to a Concrete right-of-way monument found for an angle point in said right-of-way; THENCE N 40° 04' 07" W, continuing along said northeast right-of-way line a distance of 3.00 feet to a point for the most southerly west corner; THENCE N 60° 42' 36" E, a distance of 216.17 feet to a point for an interior corner; THENCE N 29° 17' 24" W, a distance of 316.97 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 6814 square feet or 0.156 OF ONE ACRE OF LAND MORE OR LESS.

**TRACT 5:**

TOGETHER WITH all right, title, and interest in and to the Easement Estate as created and defined by that Reciprocal Easement Agreement dated, April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas, and being over and across the following described property:

Being all that certain lot, tract or parcel of land being 0.796 of one acre situated in the ROBERTSON STEVENSON LEAGUE, Abstract No. 54 and the THOMAS CARUTHERS SURVEY, Abstract No. 9, City of College Station, Brazos County, Texas, and being a part of that certain Called Lot 2, Block One, of the AMENDING PLAT of CORNERSTONE COMMERCIAL SECTION ONE, of record in Volume 3283, Page 201, Official Records of Brazos County, Texas, same being out of a Called 8.244 acre tract as described in deed from the Federal Deposit Insurance Corporation to C.S.L. of Texas, Inc. of record in Volume 2011, Page 199, Official Records of Brazos County, Texas, said 0.796 acre tract being more particularly described by metes and bounds as follows: COMMENCING at a 1/2" Iron Rod found in concrete for the most easterly

corner of a certain 4.328 acre tract, same being the most easterly corner of said Lot 2 and Called 8.244 acre tract, said corner being the most southerly corner of Lot 6, Block 13, WOODCREEK Section 4 of record in Volume 1315, Page 217, and also being located on the northwest line of the Edward Uvacek, Jr. called 15 acre tract as described in Volume 274, Page 383; THENCE S 27° 03' 09" W, along the southeast line of said Lot 2 and Called 8.244 acre tract a distance of 80.00 feet to a 1/2" Iron Rod found for an exterior corner of said 4.328 acre tract; THENCE S 44° 46' 24" W, continuing along the southeast line of said Lot 2 and Called 8.244 acre tract a distance of 226.56 feet to a 1/2" Iron Rod set for the most southerly corner of this 0.796 acre tract, same being the most southerly corner of said 4.328 acre tract and the most easterly corner of a certain 1.803 acre tract, said point also being THE BEGINNING POINT OF THIS 0.796 ACRE TRACT; THENCE N 29° 17' 24" W, along a common line between said 4.328 acre tract and said 1.803 acre tract a distance of 312.63 feet to a 1/2" Iron Rod set for an interior corner; THENCE S 60° 42' 36" W, along a common line between said 4.328 acre tract and said 1.803 acre tract a distance of 227.97 feet to a 1/2" Iron Rod set in the northeast right-of-way line of STATE HIGHWAY NO. 6 for a south corner, said corner being N 29° 24' 48" W a distance of 377.50 feet from a 1/2" Iron Rod set for an angle point in said right-of-way line; THENCE N 29° 24' 48" W, along said right-of-way line a distance of 55.00 feet to a 1/2" Iron Rod set for a west corner, said corner being S 29° 24' 48" E a distance of 9.55 feet from a Concrete right-of-way monument found for an angle point in said right-of-way line, said corner being a west corner of said 4.328 acre tract and also being the most southerly corner of a certain 1.931 acre tract; THENCE N 60° 42' 36" E, along a common line between said 4.328 acre tract and said 1.931 acre tract a distance 228.09 feet to a 1/2" Iron Rod set for an interior corner; THENCE N 29° 17' 24" W, along a common line between said 4.328 acre tract and said 1.931 acre tract a distance of 329.51 feet to a 1/2" Iron rod set in the southeast right-of-way line of WOODCREEK DRIVE for the most northerly west corner; THENCE N 60° 33' 05" E, along said southeast right-of-way line of WOODCREEK DRIVE and the northwest line of said Lot 2 and Called 8.244 acre tract a distance of 12.50 feet to a point for the most northerly corner, said corner being S 60° 33' 05" W a distance of 121.57 feet from a 1/2" Iron Rod found for the most northerly corner of said Lot 2 and the most westerly corner of Lot 1, Block One, of said Cornerstone Commercial Section One; THENCE S 29° 17' 24" E, a distance of 693.60 feet to a point in the southeast line of said Lot 2 for the most westerly corner; THENCE S 44° 46' 24" W along said southeast line a distance of 13.00 feet to the PLACE OF BEGINNING containing an area of 34671 square feet or 0.796 of one acre of land more or less.

#### TRACT 6:

Easement Estate for a nonexclusive, perpetual, free and unobstructed easement for utilities (including drainage) as set forth in Reciprocal Easement Agreement dated April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas.

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.

## 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):

**Volume 3479, Page 41, Official Records of Brazos County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, U.S.C. Section 3604(c) of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. (All Tracts)**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.**
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 **2018**, 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 2014 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. **Intentionally Deleted.**
  - b. **The following easements and/or building setback lines as shown on plat recorded in Volume 3922, Page 282, Official Records of Brazos County, Texas and as shown on Survey dated November 30, 2016, last revised September 12, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U (Tract 1):**  
  
**15' public utility easement;  
20' public utility easement;  
55' private access easement;  
20' utility easement; and  
12.5' private access easements.**
  - c. **Easement executed by Woodcreek Joint Venture to City of College Station, dated September 12, 1983, recorded in Volume 602, Page 519, Official Records of Brazos County, Texas, and as noted on Survey dated November 30, 2016, last revised September 12, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U. (All Tracts)**
  - d. **Terms, conditions, provisions, and easements as contained in Reciprocal Easement Agreement executed by and between Village Hotel Partners, L.P. and CSL of Texas, Inc., dated effective April 15, 1999, recorded in Volume 3479, Page 41, Official Records of Brazos County, Texas, and as noted on Survey dated November 30, 2016, last revised September 12, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U. (All Tracts)**
  - e. **Temporary Blanket Utility Easement executed by Woodcreek Partners, L.P. to City of College Station, Texas, dated December 4, 2000, recorded in Volume 4004, Page 167, Official Records of Brazos County, Texas, and as noted on Survey dated November 30, 2016, last revised September 12, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U8. (All Tracts)**
  - f. **Undivided Royalty Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated March 28, 1988, recorded in Volume 1036, Page 589, Official Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (All Tracts)**
  - g. **Undivided one-sixteenth (1/16) Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated January 21, 1959, recorded in Volume 195, Page 217, Deed Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (All Tracts)**
  - h. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 11, 1980, recorded in Volume 469, Page 426, Deed Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (All Tracts)**



- i. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 20, 1977, by and between Edward Uvacek, Jr., et ux, as Lessor, and Chaparral Minerals, Inc., as Lessee, recorded in Volume 28, Page 710, of the Oil and Gas Lease Records of Brazos County, Texas, and as affected by Assignment of Overriding Royalty Interest recorded in Volume 387, Page 561, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Leases recorded in Volume 398, Page 684, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 437, Page 241, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 441, Page 44, Deed Records of Brazos County, Texas; Amendment of Assignment of Oil, Gas and Mineral Lease recorded in Volume 444, Page 494, Deed Records of Brazos County, Texas; Amended and extended in an instrument dated September 17, 1982, recorded in Volume 68, Page 704, Oil and Gas Lease Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 547, Page 292, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 547, Page 300, Deed Records of Brazos County, Texas; Partial Assignment of Oil and Gas Leases recorded in Volume 551, Page 632, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 558, Page 262, Deed Records of Brazos County, Texas; Assignment recorded in Volume 574, Page 560, Deed Records of Brazos County, Texas; Ratification recorded in Volume 586, Page 531, Deed Records of Brazos County, Texas; Ratification recorded in Volume 591, Page 243, Deed Records of Brazos County, Texas; Ratification recorded in Volume 594, Page 59, Deed Records of Brazos County, Texas; Assignment of Oil, Gas and Mineral Lease recorded in Volume 912, Page 750, Official Records of Brazos County, Texas; Assignment of Oil, Gas and Mineral Lease recorded in Volume 925, Page 358, Official Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 951, Page 239, Official Records of Brazos County, Texas; and Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 1135, Page 829, Official Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (All Tracts)
- j. (Moved to Schedule C)
- k. (Moved to Schedule C)
- l. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and 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.
- m. Intentionally Deleted.
- n. Intentionally Deleted.
- o. Intentionally Deleted.
- p. Intentionally Deleted.
- q. The following survey matters shown on Survey dated November 30, 2016, last revised September 12, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U (Tract 1).:

Protrusion or Encroachment of stockade fence  
 Fire hydrants

## 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. **Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents executed by WS COLLEGE STATION JV, LLC to Dean Bierig, Trustee, dated January 19, 2017, filed January 27, 2017, recorded in/under Volume 13827, Page 161 of the Real Property Records of Brazos County, Texas, securing COMPASS BANK, an Alabama banking corporation, as Administrative Agent for the Lenders, in the payment of notes and loan agreement in the principal sum of Forty Five Million dollars (\$45,000,000.00) and all other indebtedness as set forth therein, due and payable and bearing interest as therein provided; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.**
6. **UCC-1 Financing Statement executed by WS College Station, JV, LLC, Debtor, to Compass Bank, as Administrative Agent, Secured Party, filed January 27, 2017, recorded in/under Volume 13827, Page 188 of the Real Property Records of Brazos County, Texas.**
7. **Company requires submission of copy of the Articles of Organization, Operating Agreement and all amendments and supplements thereto, together with proof of registration with the State, and compliance therewith as to person(s) authorized to act on behalf of WS College Station, JV, LLC, a Delaware limited liability company.**
8. **Company requires evidence in the form of an affidavit from Seller/Owner confirming the below agreement is no longer in force: Terms, conditions, provisions, and easements as contained in Agreement, by and between Woodcreek Partners, L.P., Care of Lingate d/b/a Courtyard by Marriott, and TCA Holdings LP II (Cox Communications), as evidenced by Memorandum of Agreement, dated December 11, 2002, recorded in Volume 5048, Page 147, Official Records of Brazos County, Texas, as noted and as shown on Survey dated November 30, 2016, last revised August 8, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U.**
9. **UCC-1 Financing Statement executed by College Station Tenant, LLC, Debtor, to WS College Station JV, LLC, Secured Party, filed January 27, 2017, recorded in/under Volume 13827, Page 195 of the Real Property Records of Brazos County, Texas.**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

GF No. 180375TTX

Effective Date: **September 3, 2018, 8:00 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, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Roger S. Jewkes, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. AGENT: Trinity Title of Texas, LLC, DBA Thomas Title & Escrow

(a) A list of each shareholder, owner, partner, or other person having, owning, or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

ET INVESTMENTS, LLC  
DALE LEWIS  
HENRY J. MACIAS  
JILL K. CORTISSOZ  
LORI A. NAYLOR  
CONNIE SMITH

(b) A listing of each shareholder, owner, partner, or other person having, owning, or controlling ten percent (10%) or more of any entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

JOHN P. DWYER, JR.  
BRYAN R. WILLIS

(c) Officers of Trinity Title Texas, LLC are:

John P. Dwyer, Jr	Chief Executive Officer, President , On-Site Manager
Bryan R. Willis	Executive Vice President,
James M Shumway	Chief Financial Officer, Treasurer
Meghan Martelon	Secretary
Lori A. Naylor	Vice President
Dale E. Lewis	President
Henry J. Macias	Vice President
Cheryl A. Finney	President
Brian A. Borecki	Vice President
Frank W Busch III	President
Janis Thomas	Senior 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	<u><b>\$46,661.00</b></u>
Loan Policy	<u><b>\$100.00</b></u>
Endorsement Charges	<u><b>\$15,603.85</b></u>
Other	<u><b>\$0.00</b></u>
Total	<b>\$62,364.85</b>

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."

## 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 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-(800) 442-7067 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 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.”

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SIGNATURE

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DATE

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call FIDELITY NATIONAL TITLE INSURANCE COMPANY toll-free telephone number for information or to make a complaint at:

1-800-654-7041

You may also write to FIDELITY NATIONAL TITLE INSURANCE COMPANY at:

**Attention: Claims Department  
P.O. Box 45023  
Jacksonville, FL 32232-5023**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write to the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax:(512)475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de FIDELITY NATIONAL TITLE INSURANCE COMPANY para informacion o para someter una queja al:

1-800-654-7041

Usted tambien puede escribir a FIDELITY NATIONAL TITLE INSURANCE COMPANY:

**Attention: Claims Department  
P.O. Box 45023  
Jacksonville, FL 32232-5023**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax:(512)475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

This notice is for information only and does not become a part or condition of the attached document.



**Thomas Title & Escrow  
Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Thomas Title & Escrow.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.