

**SUBSCRIPTION AGREEMENT**  
**Webb County**

THIS AGREEMENT ("Agreement") is made and entered into by and between Subscriber (hereinafter "Subscriber"), and Las Casuelas Holdings Inc. of Hidalgo County (hereinafter "LCH") a Texas Corporation, with offices located in the City of Edinburg, Hidalgo County, Texas. This agreement cancels and replaces any and all prior agreements between the two parties listed above.

The term of the Subscription described in the Agreement shall be two (2) years from the effective date of September 1, 2018.

WITNESSETH:

WHEREAS, LCH owns and maintains a land title evidence plant for Webb County, Texas (the "Title Plant") comprised of (i) a computerized index (the "Indexes") dating from January 1, 1979 of those documents publicly filed in Webb County which affect title to real property situated within Webb County, (ii) computerized edits of Webb County surveys and subdivision information (the "Map Edits"); and

WHEREAS, LCH also owns and maintains digital images which have been electronically "stapled" together to create digital documents (a "Digital Document") which are reproductions of documents recorded by the Webb County Clerks, such Digital Documents being collectively referred to herein as the "Image Library"; and WHEREAS, Subscriber desires to access and use all or a portion of the Title Plant and Image Library upon the terms and conditions set forth herein; and

WHEREAS, LCH desires to permit Subscriber to access and use all or a portion of the Title Plant and Image Library upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual consideration hereinafter set forth, the parties hereby agree as follows:

**I. MAINTENANCE OF THE TITLE PLANT**

**a. Documents**

LCH shall obtain copies of, or, at its option, obtain or make a synopsis of, those documents (the "Documents") publicly filed in Webb County which affect title to real property situated within Webb County.

**b. Pertinent Information**

LCH shall use its best efforts to extract pertinent information from the Documents and integrate such pertinent information into the Title Plant in such a manner that the Title Plant will be an accurate source for title information relating to real property situated within Webb County.

**c. Title Plant Date**

LCH shall use its best efforts to maintain the Title Plant in such a manner that all Documents filed on a given date in the Official Public Records of Real Property maintained by the Webb County Clerks shall be integrated into the Title Plant no more than five (5) business days after receipt by County Recorder of copies of the Documents for such date.

**2. ACCESS TO AND USE OF THE TITLE PLANT AND IMAGE LIBRARY**

**a. Retrieved Information; Digital Document Copies**

Subject to the restrictions and limitations set forth in this Agreement, Subscriber shall have the right to access and use all or a portion of the Title Plant and Image Library in the normal course of business in connection with the issuance of title insurance policies to bona fide customers or the sale of title information products or services to bona fide customers who are End Users (as that term is defined in Paragraph 4.c (i) below). Such access and use shall consist of Subscriber's right to obtain information (the "Retrieved Information") from that portion of the Indexes and Map Edits which Subscriber has elected to access and use in accordance with Paragraph 2.c (i) of this Agreement, and the right to retrieve copies of Digital Documents.

b. Computer Prints

Subject to the restrictions and limitations set forth in this Agreement, Subscriber shall have the right to obtain, by means of a computer printer, (i) information (the "Computer Prints") from that portion of the Indexes and Map Edits which Subscriber has elected to access and use in accordance with Paragraph 2.c (i) of this Agreement and (ii) copies of Digital Documents. Provided, however, Subscriber shall have the right to make and obtain such Computer Prints and Digital Document copies only *if* the same are created in connection with and are necessary to the issuance of title insurance policies to bona fide customers or the sale of title information products or services to bona fide customers who are End Users (as that term is defined in Paragraph 4.c (i) below).

c. On-line Access

(i) Subscriber shall have the right to access and use that portion of the Indexes and Map Edits which was created from Documents publicly filed on and after the effective date of this Agreement. Subscriber may elect to access and use that portion of the Indexes and Map Edits which was created from Documents publicly filed before the effective date of this Agreement (the "Historical Title Plant Records"), provided that any such Historical Title Plant Records to be accessed shall be comprised of records created from those Documents publicly filed in one (1) or more twelve(12) month periods, with such periods being consecutive and ending with those Documents publicly filed the day before the effective date of this Agreement. It is agreed that Subscriber initially elects to access LCH's Backplant and Historical Title Plant Records from January 1, 1979 to Present.

(ii) Subscriber shall have the right to access that portion of the Title Plant specified in Paragraph 2.c (i) above and the Image Library by means of computer equipment and communications equipment (collectively the "Subscriber Equipment") of a quantity, configuration, type and location as specified, from time-to-time, by LCH, and a communications line (the "Communications Line") specified, from time-to-time, by LCH. No Subscriber Equipment shall be connected to the Title Plant and Image Library without the prior written approval of LCH. The cost to purchase, lease, install, maintain or use the Subscriber Equipment shall be the responsibility of Subscriber. LCH shall have the right, but not the obligation, to lease the Communications Line in its name; in such event the cost to install, lease, and maintain the Communications Line shall be reimbursed to LCH by Subscriber.

(iii) LCH shall permit Subscriber to access the Title Plant and lineage Library using the Communications Line and the Subscriber Equipment with support between the hours of 8:00 a.m. and 5:00 p.m. Central Time, Monday through Friday, excluding holidays generally observed by the title insurance industry in Metropolitan Rio Grande Valley (the "Operating Hours"). LCH shall use its best efforts to permit Subscriber access to the Title Plant and Image Library at any other time for an additional fee as set forth in Paragraph 5 below.

(iv) Subscriber shall obtain from LCH a computer password ("Password") for each Bona Fide Employee (as that term is defined in Paragraph 4.b below) LCH permits to access and use the Title Plant and Image Library. Subscriber agrees not to permit its Bona Fide Employees to share Passwords. Subscriber acknowledges that LCH requires all password holders to execute a secrecy agreement (the "Access and Use Agreement") as a condition for the issuance of a Password, and Subscriber agrees to require its Bona Fide Employees to execute such Access and Use Agreements.

### 3. COPYRIGHT; TRADE SECRETS

#### a. Copyright

Subscriber acknowledges and agrees that the Title Plant, Image Library, Computer Prints and computer software utilized in the Title Plant and Image Library bear a copyright in favor of LCH. Subscriber agrees to honor such copyright and agrees to protect such copyrighted materials from unauthorized duplication or display. Subscriber further agrees not to reproduce in any manner LCH's copyrighted materials without the prior written consent of LCH.

#### b. Trade Secrets

Subscriber acknowledges and agrees that the Title Plant and Image Library are trade secret and confidential proprietary information owned by LCH, acquired and/or developed by LCH at great expense and that LCH is entitled to protection against unauthorized disclosure or dissemination of such trade secrets to any third party or parties. Subscriber further agrees not to communicate or use in any manner such records and information, or any information derived therefrom, except in accordance with the terms, conditions and restrictions set forth in this Agreement.

### 4. OTHER RESTRICTIONS ON ACCESS AND USE

#### a. Rules

Subscriber acknowledges and agrees that LCH has promulgated reasonable rules and regulations ("Rules") for access to and use of the Title Plant, Image Library and Computer Prints, and LCH shall have the right to modify or amend such Rules or to promulgate new Rules. Subscriber acknowledges and agrees that such Rules shall be part of this Agreement and that it shall comply with such Rules at all times.

#### b. Bona fide Employees

Subscriber acknowledges and agrees that access to and use of the Title Plant, Image Library and Computer Prints shall be restricted to Bona Fide Employees (as that term is defined herein) of Subscriber. For purposes of this Agreement, a Bona Fide Employee is defined to be an individual (i) who is employed by Subscriber in good faith, (ii) whose employment is honest, open and genuine, (iii) whose employment is not feigned, (iv) who is working for salary or wages reportable by Subscriber to the Texas Workforce Commission in accordance with the Texas Unemployment Compensation Act and to the United States Internal Revenue Service in accordance with the Internal Revenue Code, (v) who is subject to the Subscriber's power or right to control or direct such individual's employment, including without limitation

material details as to how the work is to be performed, and (vi) who is not a contract laborer or contract employee.

c. Bona Fide Customers

Subscriber or any of its employees, agents, representatives, officers or owners shall not directly or indirectly furnish to a third party, or employees, agents, representatives, officers or owners of any third party, a Computer Print (or copies thereof) or access to the Title Plant or Image Library. Subscriber or any of its employees, agents, representatives, officers or owners shall not directly or indirectly deliver, exhibit, or furnish to any such third party any information obtained or derived from the Title Plant or the Computer Prints, except, subject to the provisions of Paragraph 4.d below, in the normal course of business to bona fide customers in connection with the issuance of title insurance policies or to bona fide customers who are End Users (as that term is defined below) in connection with the sale of title information products or services to such End Users.

(i) End User

For purposes of this Agreement, an End User is defined to be an individual or entity which uses information from the Title Plant for such individual's or entity's own account and not for resale or dissemination to others. End Users shall include, without limitation, (a) political subdivisions of the State of Texas using information from the Title Plant for the purpose of acquiring, leasing or disposing of real property in their own name, collecting taxes, abating nuisances, enforcing deed restrictions and zoning ordinances, investigating criminal activity and other such public purposes, (b) agencies of the United States of America using information from the Title Plant for the purpose of acquiring, leasing or disposing of real property in their own name, collecting taxes, investigating criminal activity and other such public purposes, (c) public utilities using information from the Title Plant for the purpose of acquiring rights-of way, easements or real property in their own name, (d) banks, mortgage companies and other lending institutions using information from the Title Plant for the purpose of making a loan or conducting a foreclosure, (e) oil and gas producers, operators and brokers using information from the Title Plant for the purpose of acquiring mineral interests, royalty interests, and pipeline rights-of-way in their own name, (f) attorneys using information from the Title Plant in the general representation of their clients, (g) licensed surveyors using information from the Title Plant for the purpose of preparing a land survey, (h) licensed appraisers, who are not employed by or working for a Central Appraisal District, using information from the Title Plant for the purpose of preparing an appraisal, (i) investors using information from the Title Plant for the purpose of acquiring, leasing or disposing of real property in their own name, (j) subdivision homeowner associations using information from the Title Plant for the purpose of updating their ownership records, and (k) Realtors® or real estate agents using information from the Title Plant for the purpose of obtaining information on prospective or current listings.

(ii) Non-End User

The term End User shall exclude individuals and entities which intend to use information from the Title Plant for resale or dissemination to others, including, without limitation, (a) individuals and entities which sell or disseminate chains of title, abstracts, ownership and encumbrance reports,

nothing further certificates, title reports, title opinions or other title information products, real estate information, lien information, minerals information or ad valorem tax information, (b) abstracters, landmen and land title researchers unless they are a Bona Fide Employee (as that term is defined in Paragraph 4.b above) of an End User, (c) oil and gas brokers which acquire mineral interests or royalty interests in the name of others, (d) attorneys who intend to use information from the Title Plant for the purpose of preparing a title report, title opinion or other title information product, (e) individuals or entities which intend to use information from the Title Plant for the purpose of acquiring rights-of-way or easements in the name of others, (f) individuals or entities which prepare environmental assessment letters and certifications or other analyses, opinions and reports pertaining to the environmental hazards situated within a parcel of real property, (g) vendor management companies providing services to banks, mortgage companies and other lending institutions, (h) any individual who is not a Bona Fide Employee of an End User, and (i) any individual or entity which intends to use information from the Title Plant as an agent or fiduciary and not for such individual's or entity's own benefit.

d. Title Insurance Companies; Title Insurance Agents; Database Maintainers

(i) Subscriber's Title Plant

Without limiting the prohibitions set forth in Paragraphs 4.b and c above, Subscriber or any of its employees, agents, representatives, officers or owners shall not permit any third party, or employees, agents, representatives, officers, or owners of any third party, to directly or indirectly have access to or use of any portion of Subscriber's abstract or title plant which was created or updated through the use of the Title Plant, including without limitation Subscriber's title files, title examinations, title reports, title insurance policies, binders, and commitments, if such third party is (a) a Title Insurance Company or Title Insurance Agent which is either authorized under the Texas Title Insurance Act (the "Act") to issue policies of title insurance upon land within Webb County or which maintains a business office or business presence in Webb County and which is not another LCH Webb County subscriber, (b) another LCH subscriber which has subscribed to access and use a different portion of the Historical Title Plant Records or Backplant, or (c) an individual or entity which is preparing, compiling, assembling or updating an abstract or land title evidence plant, database, or other body of real property records or information relating to land or real property located within Webb County, including without limitation Central Appraisal Districts.

(ii) Retrieved Information; Computer Prints

Without limiting the prohibitions set forth in Paragraphs 4.b and c above, Subscriber or any of its employees, agents, representatives, officers or owners shall not directly or indirectly deliver, exhibit, or furnish any information obtained or derived from the Title Plant or the Computer Prints to any third party, or employees, agents, representatives, officers, or owners of any third party, if such third party is (a) a Title Insurance Company or Title Insurance Agent which is either authorized under the Act to issue policies of title insurance upon land within Webb County or which maintains a business office or business presence in Webb County and which is not another LCH Webb County subscriber, (b) another LCH Webb County subscriber which has subscribed to

access and use a different portion of the Historical Title Plant Records, or (c) an individual or entity which is preparing, compiling, assembling or updating an abstract or land title evidence plant, database, or other body of real property records or information relating to land or real property located within Webb County, including without limitation Central Appraisal Districts.

(iii) Out-of-County Business

Subject to the restrictions and limitations set forth in this Agreement, Subscriber shall have the right to furnish a title insurance commitment to a third party Title Insurance Company or Title Insurance Agent provided that such third party is neither authorized under the Act to issue policies of title insurance upon land within Webb County nor maintains a business office or business presence in Webb County.

(iv) Right of Inspection

LCH shall have, for the purpose of monitoring Subscriber's compliance with the terms of this Agreement, (i) the right and license to enter upon the premises of Subscriber, without notice and during normal business hours, and (ii) the right to audit Subscriber's books and records concerning income derived from the Title Plant and Image Library and any other records kept by Subscriber relating to use of the Title Plant and Image Library.

e. Survival

It is expressly agreed that the provisions of this Paragraph 4 shall survive the termination of this Agreement, however such termination may occur.

5. COMPENSATION TO LCH

a. Fees

- (i) Base Fee: Beginning September 1, 2018 the effective date of this Agreement, Subscriber shall pay to LCH a fee (the "Base Fee") of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per month.
- (ii) Digital Document Fee: "Exhibit A Titled Rate Sheet" Subscriber shall pay to LCH a fee (a "Digital Document Fee") for each copy of a Digital Document page (or group of Digital Document pages which have been electronically "stapled" together) which Subscriber retrieves from the Image Library, Name runsheet searches, Property runsheet searches, probate and divorce searches.
- (iii) Overtime Access Fee: Subscriber shall pay to LCH a fee (the "Overtime Access Fee") NO/100 DOLLARS (\$0.00) for each hour or portion thereof during which Subscriber is permitted on-line access to the Title Plant and Image Library exclusive of the Operating Hours specified in Paragraph 2.c(iii) of this Agreement.
- (iv) Start-up Fee: Subscriber shall pay to LCH a one-time fee (the "Start-up Fee") of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).
- (v) Taxes: There shall be added to the Base Fee, Historical Access Fee, Digital Document Fees, Overtime Access Fees and Start-up Fee, and Subscriber shall pay to LCH, an amount equal to the total of any federal, state or local excise, sales, use, or other taxes which are required to be paid by LCH as a result of any goods and services furnished by LCH pursuant to this Agreement, exclusive of income taxes based upon LCH's net income.

b. Reimbursable Costs

Subscriber agrees to reimburse LCH for the cost of the Communications Line and any other goods or services purchased by LCH on Subscriber's behalf, subject to Subscriber's prior approval of such purchases.

c. Price Adjustment

LCH shall have the right to adjust the Base Fee, Historical Access Fee, Digital Document Fee and the Overtime Access Fee. Subscriber shall be given at least thirty (30) days prior written notice of such adjustments.

d. Billing; Payment

On or before the fifth (*5th*) calendar day of each month LCH shall invoice Subscriber for (i) the Base Fee due for the current month, (ii) the Digital Document Fees, and (iii) Runsheet Search Fee plus Overtime Access Fees and Reimbursable Costs due for the prior month. Such invoices shall be due and payable in the offices of LCH no later than the fifteenth (*15th*) calendar day of the month in which presented. All delinquent payments shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate that may lawfully be charged under applicable state or federal law, whichever is less.

e. Deposit

Upon execution of this Agreement, Subscriber shall pay to LCH a deposit in an amount equal to one (1) months Base Fee, which shall be returned by LCH to Subscriber, without interest, upon termination of this Agreement and payment of all monies owed LCH.

6. OWNERSHIP

a. Title Plant and Image Library

Subscriber acknowledges and agrees that nothing in this Agreement shall be interpreted to grant Subscriber or any other party any ownership interest or other rights in and to the Title Plant, Image Library or any other asset of LCH, other than Subscriber's right of access and use set forth herein. Subscriber shall not by virtue of this Agreement obtain any ownership interest or other rights of any kind in, or be entitled to receive copies of, any electronic media, magnetic media, or optical media, including without limitation computerized data files, computerized document image files, computerized maps, computerized edits, or computer software, owned or utilized by LCH in the operation of the Title Plant and Image Library.

b. Computer Prints and Digital Document Copies

All Computer Prints and Digital Document copies shall be owned by Subscriber but shall be subject to the provisions of this Agreement as to the use, copying, and dissemination of same.

7. LIABILITY

a. Waiver of Liability; Indemnification

Subscriber acknowledges and agrees that LCH shall not be liable to Subscriber for any losses, claims, expenses or damages, including consequential damages, sustained by Subscriber or any other party as a result of, or arising from, any breach by LCH of its obligations under this Agreement, including without limitation any error, mistake, negligence, or omission (collectively referred to as an "Error") made by LCH in the preparation, compilation and assembly of the Title Plant and Image Library or distribution of Retrieved Information, Computer Prints, Digital Document copies or other information of any kind provided by LCH to Subscriber. Subscriber shall indemnify and hold harmless LCH from any and all losses, claims,

expenses or damages, including all legal fees and related costs, arising out of any claims, demands, or causes of action asserted against LCH which are based in whole or in part upon (i) Errors contained in information provided to Subscriber by LCH, (ii) Errors made by Subscriber and contained in information provided by Subscriber to any third party, and (iii) Errors made by any third party in the processing or dissemination of information originally obtained from Subscriber. Within ten (10) days of its receipt of any claim, demand, or cause of action for which indemnification is required under this Paragraph 7.a, LCH shall give written notice of same to Subscriber. Subscriber shall be entitled to participate in the defense or settlement of any such actions; however LCH and its counsel shall have the exclusive right, in their sole discretion, to make all final decisions regarding such defense or settlement.

b. Title Insurance Company Waiver

Subscriber acknowledges and agrees that LCH shall have no obligation to permit access to and use of the Title Plant and Image Library until Subscriber furnishes LCH with written releases signed by the Title Insurance Company or Companies whose title insurance policies Subscriber is authorized to issue upon land within Webb County. Such releases shall release LCH from liability for any and all losses, claims, expenses or damages of any kind which may be incurred or sustained by such Title Insurance Company or Companies by reason of any Error made by LCH in the preparation, compilation and assembly of the Title Plant and Image Library or distribution of Retrieved Information, Computer Prints, Digital Document copies or other information of any kind provided by LCH to Subscriber, even should such loss, claim, expense or damage be occasioned solely by the negligence of LCH.

c. Disclaimer of Warranties

Subscriber acknowledges and agrees that the goods and services provided by LCH hereunder shall be accepted by Subscriber AS IS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTY OF GOOD WORKMANSHIP.

Subscriber further acknowledges and agrees that the cost of the goods and services furnished by LCH pursuant to this Agreement are calculated and based upon sale by LCH to Subscriber of such goods and services without warranty and without liability for negligence, and but for these terms and conditions the cost of such goods and services would be significantly greater.

d. Survival

It is expressly agreed that the provisions of this Paragraph 7 shall survive the termination of this Agreement, however such termination may occur.\

8. ENCUMBRANCE

Subscriber shall have no right to mortgage, pledge, hypothecate or otherwise encumber this Agreement unless the security instrument pursuant to which this Agreement is mortgaged, pledged, hypothecated, or otherwise encumbered clearly states that any purchaser of Subscriber's interest in this Agreement at a foreclosure sale, or any subsequent purchaser or acquirer of such interest, shall not be entitled to any rights under this Agreement, including without limitation the right to access and use the Title Plant and Image Library, unless (i) such purchaser or acquirer agrees in writing to be bound by the terms of this Agreement including without limitation those relating to access to and use of the Title Plant and Image Library, (ii) such purchaser or acquirer



pays all monies owed LCH by Subscriber, and (iii) "good cause" does not exist for LCH to disapprove such sale.

#### 9. ASSIGNMENT

Subscriber may assign or transfer all of its rights and obligations set forth in this Agreement provided that (i) at least thirty (30) days prior to the consummation of any assignment or transfer Subscriber notifies LCH of the name and address of the proposed assignee or transferee (the "Assignee"), and the proposed assignment or transfer date, (ii) the Assignee provides LCH upon request such information as LCH deems necessary to determine whether or not "good cause" exists to disapprove such assignment or transfer, (iii) the Assignee executes and delivers to LCH a written assumption undertaking all of the obligations and liabilities of Subscriber under this Agreement, (iv) Subscriber or Assignee pays all monies owed LCH by Subscriber through the date of such assignment or transfer, and (v) "good cause" does not exist for LCH to disapprove such assignment or transfer. In the event that this Agreement is assigned or transferred in accordance with the provisions of this Paragraph 9, then Subscriber shall no longer be entitled to any rights or benefits.

#### 10. DEFAULT

##### a. Default by LCH

Should LCH breach any of the terms, covenants, agreements, conditions or provisions of this Agreement, Subscriber shall give written notice of such default to LCH. LCH shall have ten (10) days from the date of such notice to cure such default. If such default is not cured within the time period provided above, Subscriber may, as its sole and exclusive remedy, immediately terminate this Agreement.

##### b. Default by Subscriber

In the event of a default by Subscriber under any of the terms, covenants, agreements, conditions or provisions of this Agreement, including without limitation the obligation to make timely payment of any monies owed LCH and to comply with the provisions of this Agreement regarding use, copying, and dissemination of the Retrieved Information, Computer Prints, Digital Document copies, copies thereof, or information therefrom, LCH shall give written notice of such default to Subscriber and LCH shall have the right to immediately suspend Subscriber's access to and use of the Title Plant and Image Library until such default is cured. Subscriber shall have ten (10) days from the date of such notice to cure such default. If such default is not cured within the time period provided above, LCH may, at its option, terminate this Agreement and Subscriber shall no longer be entitled to any rights or benefits. In addition to such termination, LCH may pursue any other remedy available to it under this Agreement, at law or in equity, to recover any monies owed to it.

#### 11. TERMINATION

##### a. Termination by Subscriber

Subscriber, provided it is not in default, may terminate this Agreement, without cause, by giving LCH thirty (30) days prior written notice. Upon any such termination of this Agreement, Subscriber shall (i) pay to LCH any monies owed by Subscriber under this Agreement, and (ii) have no further right to access or use the Title Plant and Image Library.

b. Termination by LCH

LCH shall be permitted to terminate this Agreement (i) without cause, by giving Subscriber thirty (30) days prior written notice, (ii) in accordance with the default provisions set forth in Paragraph 10.b above, or (iii) in the event any covenant, condition, or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction.

12. REMEDIES; INJUNCTIVE RELIEF

a. Remedies

Subscriber agrees that because of the expense and unique skill and labor required in the compilation, assembly and maintenance of the Title Plant, the Retrieved Information and Computer Prints have a value greatly in excess of the mere cost of copying same, and that the damage which LCH would suffer from the wrongful distribution or utilization of the Retrieved Information and Computer Prints, or information derived therefrom, would be uncertain and incapable of exact determination. Subscriber therefore further agrees to the following remedies.

(i) Violations of Paragraph 4.c

In the event Subscriber shall violate any of the provisions set forth in Paragraph 4.c of this Agreement, in addition to the other default provisions set forth in Paragraph 10.b above, Subscriber shall pay to LCH, as liquidated damages and not as a penalty, an amount equal to ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per record contained within or extracted from any Computer Print or the Title Plant, or information from such record, which has been delivered, exhibited, or furnished in violation of Paragraph 4.c of this Agreement.

(ii) Violations of Paragraph 4.d

In the event Subscriber shall violate any of the provisions set forth in Paragraph 4.d of this Agreement, in addition to the other default provisions set forth in Paragraph 10.b above, Subscriber shall pay to LCH, as liquidated damages and not as a penalty, an amount equal to the greater of (a) ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each day a violation has occurred, or (b) FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per record contained within or extracted from any Computer Print or the Title Plant, or information from such record, which has been delivered, exhibited, or furnished in violation of Paragraph 4.d of this Agreement.

b. Injunctive Relief

In addition to the provisions relating to liquidated damages set forth in this Paragraph 12, Subscriber agrees that the terms and provisions of this Agreement may be enforced by proceedings in equity for injunctive or other equitable relief, at the institution of LCH. Subscriber further agrees that in the event suit should be instituted against it to restrain violation of the terms of this Agreement, and a restraining order or temporary injunction sought pending trial on the merits, that it would suffer no damage from being enjoined or restrained pending a trial of such action on the merits, and that a bond not exceeding the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) would be entirely adequate to protect it from damages, if any, which it might suffer in the event such injunction or restraining order should be dissolved for any reason at any subsequent time.

### 13. MISCELLANEOUS

#### a. Entire Agreement

This Agreement, including all exhibits and other documents to which this Agreement is made subject, constitute the entire understanding and agreement between Subscriber and LCH. There are no terms, obligations, covenants, or conditions other than those contained or specifically referred to herein. No modification or amendment to this Agreement shall be valid and effective unless and until it is in writing and executed by duly authorized representatives of all parties hereto.

#### b. Effect of Headings

The headings or titles of the several paragraphs and sections hereof shall be solely for convenience of reference and shall not affect the meaning or the construction, interpretation, or effect of this Agreement.

#### c. Severability

Each covenant, condition, and provision of this Agreement is essential to the general purpose hereof as contemplated by the parties. In the event any covenant, condition, or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, LCH shall have the right to terminate this Agreement in accordance with Paragraph 11 .b above.

#### d. Binding Effect

Except as provided to the contrary herein, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

#### e. Assignability

LCH reserves the right to assign its full interest in this Agreement, together with its obligations hereunder.

#### f. Waiver

Any failure by a party to exercise any of its rights under this Agreement in the event of a default or breach shall not be deemed to be a waiver of any rights with respect to any future breach or event of default, nor shall such forbearance be deemed a continuing waiver.

#### g. Non-exclusivity of Remedies

No right or remedy herein conferred upon or reserved by the parties is exclusive of any other right or remedy provided by law or equity.

#### h. Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and any proceeding or action regarding this Agreement shall be maintained exclusively in Hidalgo County, Texas.

#### i. Attorneys Fees

Should either party institute legal proceedings to enforce the terms or conditions of this Agreement the prevailing party shall be entitled to recover all its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred.

#### j. Force Majeure

It is expressly understood and agreed that in the event the performance of any covenant, agreement, obligation, or undertaking of LCH contained in this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstance beyond the reasonable control of LCH, regardless of whether such circumstance is similar to

any of those enumerated above, LCH shall be excused from doing or performing the same during the period of such delay.

k. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, delivered by overnight delivery service, or by personal delivery. For the purposes of notice, the addresses of the parties are as follows:

LAS CASUELAS HOLDINGS, INC.:  
315 E McIntyre  
Edinburg, Texas 78541  
Attn: Dale Nixon

SUBSCRIBER:

Either party hereto may change the address to which notices shall be sent by a notice of change of address, mailed or delivered in the manner set forth above.

Multiple Copies

This Agreement shall be executed in multiple copies and each such copy shall be effective as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of August 2018.

Subscriber

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LAS CASUELAS HOLDINGS, INC.

By: \_\_\_\_\_  
Charles Scott Nixon, Vice President