

NOTICE OF SETTLEMENT AGENT RESPONSIBILITY

GF#: 22-702382-SG

Seller(s) / Transferor(s): Victor Antonio Rodriguez and Maria Alejanda Laina

Buyer(s) / Transferee(s)

Escrow Agent: Capital Title of Texas, LLC

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a Buyer/Transferee of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Escrow Agent will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Escrow Agent will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the Buyer or Seller on the Buyer's behalf for the purpose of supporting a claim of an exception or exemption. Escrow Agent is not an agent for the Buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. Escrow Agent is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. Escrow Agent is not responsible for the completion of any IRS documents or related forms related to the referenced statute.

The Buyer is advised that they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute. Furthermore, the Buyer is advised that any forms, documents, or information received from Escrow Agent is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements.

Buyer/Transferee agrees to indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") Capital Title of Texas, LLC, its employees, officers, directors, agents, stockholders, successor and/or assigns, affiliated entities and its underwriters, from any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) (collectively "Claim"), whether or not involving a third party claim, which arise out of or relate to the aforementioned obligations of Buyer/Transferee.

IN WITNESS WHEREOF, the undersigned have executed this document on this September 28, 2022

Buyer(s) / Transferee(s):

