#### AN "OUT-OF-COUNTY TITLE COMPANY" IS DEFINED TO BE A TITLE INSURANCE COMPANY, TITLE INSURANCE AGENT, OR ANY REPRESENTATIVE OR AGENT THEREOF, WHICH HAS NOT CONTRACTED WITH TITLE DATA TO ACCESS THE TITLE PLANT USED TO PREPARE A TITLE INSURANCE COMMITMENT. A LIST OF TITLE DATA'S SUBSCRIBERS IS AVAILABLE **WWW.TITLEDATA.COM**BY SELECTING THE *RESTRICTIONS* OPTION. THIS COVER LETTER *MUST* ACCOMPANY A TITLE INSURANCE COMMITMENT PROVIDED TO AN OUT-OF-COUNTY TITLE COMPANY

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitmentcontains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for Harris, Brazoria, Chambers, Fort Bend, Galveston, Jefferson, Liberty, Montgomery and Waller counties, Texas, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Title Data's title plants is governed by the agreement we have with Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

We are permitted by Title Data to provide your company with this title insurance commitment *if and only if* (i) your company is not licensed as a Texas title insurance agent or direct for the county to which this title insurance commitmentpertains (unless you are licensed by virtue of a contract with Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Title Data title plant service for the county to which this title insurance commitmentpertains, (iii) your company does not maintain a "business presence" (as defined below) in the county to which this title insurance commitmentpertains, and (iv) you use this title insurance commitmentonly for the purpose of your company closing a bona fide real estate transaction which, in your genuine belief, will result in the issuance of a title insurance policy (the foregoing collectively referred to herein as the "EligibilityRequirements"). In the event your company does not satisfy *all* of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Per our agreement with Title Data, a "business presence" is established when a company conducts a real estate closing using its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similaractivities (collectively referred to herein as a "sign-up") are considered to be a "real estate closing" per our agreement with Title Data, and mobile notaries and signing services are considered to be your "agent or representative."

In the event your company already has a business presence in the county to which this title insurance commitmentpertains, or will have a business presence by virtue of the real estate transaction associated with this title insurance commitment, immediately return it to our company without reviewing, copying, or otherwise utilizing in any ways information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains (either using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

Therefore, as an express condition for us providing you with the attached title insurance commitmentand your acceptance and use thereof, you specifically agree (i) that your company meets the EligibilityRequirements, (ii) the consummation of the real estate transaction associated with this title insurance commitment will not result in a violation of such Eligibility Requirements, (iii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iv) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

# IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.

#### \*\*\*\*\*\* \* OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY \*\*\*\*

#### **Important Notice**

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment(whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment anyone not specifically enumerated above is also a violation of federal copyright law and Texas command.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediatelyreturn the attached title insurance commitment our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

# A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERSOF THE ATTACHED TITLE INSURANCE COMMITMENT.



#### COMMITMENT FOR TITLE INSURANCE T-7 Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

# 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.

We (Old Republic 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 through the Office of: Terry Baca Old Republic National Title Insurance Company 777 Post Oak Blvd Houston, TX 77056 Phone: 713-626-9220 Fax: 281-715-5692 Email: tbaca@oldrepublictitle.com

Authorized Signatory

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

And J. J. J. J. Attest

COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE A

Terry Baca PC/PC TD: M57/65 (2nd Rev. Approve Survey.CO) Effective Date: May 29, 2017, 8:00 A.M.

Issued Date: June 6, 2017

- 1. The policy or policies to be issued are:
  - OWNER'S POLICY OF TITLE INSURANCE (Form T-1) (a) (Not applicable for improved one-to-four family residential real estate) Policy Amount: PROPOSED INSURED: TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE (b) **ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)** \$1,980.000.00 **Policy Amount:** PROPOSED INSURED: Dwayne L. Hyzak and Kristi Hyzak LOAN POLICY OF TITLE INSURANCE (Form T-2) (c) \$1,485,000.00 **Policy Amount:** PROPOSED INSURED: Texas Capital Bank, N.A. Proposed Borrower: Dwayne L. Hyzak and Kristi Hyzak (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R) **Policy Amount:** PROPOSED INSURED: Proposed Borrower: LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13) (e) Binder Amount: PROPOSED INSURED: Proposed Borrower: OTHER (f)
    - Policy Amount: PROPOSED INSURED:
- 2. The interest in the land covered by this Commitment is: Fee Simple
- 3. Record title to the land on the Effective Date appears to be vested in:

#### THOMAS C. RYAN and EMILY D. RYAN, married to each other

4. Legal description of land:

Lot Seven-E (7-E), in Block Five (5) of Partial Replat of SANDALWOOD SECTION THREE, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 57, Page 65 of the Map Records of Harris County, Texas.

G.F. No. or File No. 17002120

#### COMMITMENT FOR TITLE INSURANCE

#### **SCHEDULE B**

#### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' 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):

As set forth in Volume 57, Page 65 of the Map Records of Harris County, Texas and by instruments filed for record in Volume 3252, Page 650 of the Deed Records of Harris County, Texas and under Harris County Clerk's File No(s). D204362, E019332, G399365, J920343, M948615, P005225, P017280, P035404, T427732, U153185, W043441, X271715, 20060064840 and 20070639933. BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

- 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'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 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 2017, 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 2017 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. Rights of parties in possession. (This exception may be modified or deleted upon physical inspection of the property by a member of the title company.) (Owner's Policy Only)
  - b. Terms and provisions of any and all leases, together with rights of Lessees thereunder.

#### c. INTENTIONALLY DELETED

- 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. (Pursuant to Procedural Rule P-50.1 the above exception must appear on any corresponding policy issued if a T-19.2 or T-19.3 endorsement that meets underwriting standards is requested by the proposed insured.)
- e. The following matters reflected on the recorded plat filed in Volume 57, Page 65, of the Map Records of Harris County, Texas:

Building set back line twenty-five (25) feet wide along the front property line.

A sanitary sewer easement ten (10) feet in width along the Southerly property line.

An easement five (5) feet in width along the most northerly property line, and an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent thereto for the use of public utilities.

f. Maintenance charge including special assessments for capital improvements, secured by a vendor's lien as set forth in instrument filed for record under Harris County Clerk's File No(s). M948615 and P005225, payable to Sandalwood Civic Club, Inc.

(NOT SUBORDINATED) Paragraph 2 of the T17 endorsement is hereby deleted as to this exception only.

Paragraphs 3.a and 3.e of the T19 endorsement are hereby deleted as to this exception only.

g. We have been furnished with a plat of survey made by Mathew J. Probstfeld, Registered Professional Land Surveyor No. 4985, dated June 2, 2017. Said survey reflects the following matters:

1. The concrete drive encroach that certain sanitary sewer easement ten (10) feet in width along the Southerly property line. Upon request and payment of applicable premium, T19 coverage is available as to this matter without deletion or exception to this matter made on any Loan Policy issued. T-19.1 coverage is not available therefore Paragraph(s) No(s) 4.c is/are deleted from any T-19.1 Endorsement, as to this exception only.

2. The concrete walkway encroach that certain sanitary sewer easement ten (10) feet in width along the Southerly property line. Upon request and payment of applicable premium, T19 coverage is available as to this matter without deletion or exception to this matter made on any Loan Policy issued. T-19.1 coverage is not available therefore Paragraph(s) No(s) 4.c is/are deleted from any T-19.1 Endorsement, as to this exception only.

3. Fence is not located along the Westerly and Easterly property line(s), as shown on survey dated June 2, 2017, prepared by Mathew J. Probstfeld, Registered Public Surveyor No. 4985. Upon request and payment of applicable premium, T19 coverage is available as to this matter without deletion or exception to this matter on any Loan Policy issued. T-19.1 coverage is not available as to this exception only. Paragraph No(s) 4.b is/are hereby deleted from any T19.1 Endorsement, as to this exception only.

Continuation of Schedule B

G.F. No. 17002120

#### COMMITMENT FOR TITLE INSURANCE

#### 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:
  - 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 mechanic's, laborer's or materialmen's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (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 dated April 26, 2004, filed for record on May 3, 2004, under Harris County Clerk's File No. X579518, executed by Thomas C Ryan and Emily D Ryan, husband and wife, to Charles A. Brown, Trustee(s), to secure the payment of one note in the principal sum of \$164,200.00, payable to the order of Chase Manhattan Mortgage Corporation, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any other and future indebtedness also secured by this lien.
- 6. NOTE: This Commitment for Title Insurance (Form T-7) was prepared on the basis of an ordinary sales transaction. Should the transaction change, in any manner, including but not limited to a construction loan or a pass through transaction, the Company's examination personnel must be notified and the commitment amended accordingly.
- 7. The purchaser(s) in this transaction, Dwayne Hyzak and Kristi Hyzak has/have ONLY been checked for the existence of a TEXAS WORKFORCE COMMISSION LIEN and FEDERAL JUDGMENT LIENS IN FAVOR OF THE UNITED STATES OR AN AGENT THEREOF and U.S. BANKRUPTCY PROCEEDINGS, they have not been checked for other Abstracts of Judgment, Federal Tax Liens or any other adverse matter. Said purchaser(s) may be checked for other Abstracts of Judgment, Federal Tax Liens or any other adverse matter if requested. In the event said purchasers should undertake to convey, mortgage, or otherwise hypothecate said interest being acquired by them, this file is to be returned to the examination staff for possible additional requirements.
- 8. Ordinance No. 89-1312 by the City of Houston, a certified copy of which is recorded under Harris County Clerk's File No. M337573, relating to the giving of a notice regarding Deed Restrictions to buyers of restricted property.
- 9. Ordinance No. 1999-262 by the City of Houston relating to rules, regulations, procedures and design standards for development and platting and providing for the establishing of building setback lines. (FOR INFORMATION PURPOSES ONLY)

#### Continuation of Schedule C

#### G.F. No. 17002120

10. Ordinance No. 91-1701 by the City of Houston, regarding the planting, preservation and maintenance of trees and decorative landscaping, a certified copy of which is filed under Harris County Clerk's File No. N556388. (FOR INFORMATION PURPOSES ONLY)

#### NOTE TO ALL BUYERS, SELLERS BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THIS COMMITMENT. THE FOLLOWING CONSTITUTES A MAJOR CHANGE IN THE PROCEDURES AND REQUIREMENTS FOR DISBURSEMENT OF FUNDS BY THE TITLE AGENT. TEXAS DEPARTMENT OF INSURANCE HAS ADOPTED PROCEDURAL RULE P-27 WHICH WILL REQUIRE THAT "GOOD FUNDS" BE RECEIVED AND DEPOSITED BEFORE A TITLE AGENT MAY DISBURSE FROM ITS TRUST FUNDS ACCOUNT. "GOOD FUNDS" IS DEFINED AS:

- a. Cash or wire transfers;
- b. Cashier's check. For purposes of this Rule, a cashier's check is defined to mean a check that is (1) drawn on a financial institution; (2) signed by an officer or employee of the financial institution on behalf of the financial institution as drawer;
  (3) a direct obligation of the financial institution; and (4) provided to a customer of the financial institution or acquired from the financial institution for remittance purposes.
- c. Certified check. For purposes of this Rule, a certified check is defined to mean a check with respect to which the drawee financial institution certifies by signature on the check of an officer or other authorized employee of the financial institution that: (1) the signature of the drawer on the check is genuine; (2) the financial institution has set aside funds that are equal to the amount of the check and will be used to pay the check; or (3) the financial institution will pay the check upon presentment.
- d. Teller's check. For purposes of this Rule, a teller's check is defined to mean a check (1) provided to a customer of a financial institution or acquired from a financial institution for remittance purposes, (2) that is drawn by the financial institution, and (3) is drawn on another financial institution or payable through or at a financial institution.
- e. Any other instrument that has been determined by the Board of Governors of the Federal Reserve System to be the functional equivalent of a cashier's, certified or teller's check.
- f Uncertified funds in amounts less than \$1,500, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500 limitation;
- g. Uncertified funds in amounts of \$1,500 or more, drafts, and any other items when collected by the financial institution;
- h. State of Texas Warrants;
- i. United States Treasury Checks;
- j. Checks drawn on an insured financial institution and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement or a fully executed Immediately Available Funds Procedure Agreement (Agent Designation for Federally-insured Lender) with such financial institution;
- k. Checks by city and county governments located in the State of Texas.

#### COMMITMENT FOR TITLE INSURANCE SCHEDULE D

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:

The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment **DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** 

HARRINGTON BISCHOF JAMES HELLAUER DENNIS P. VAN MIEGHEM RANDE K. YEAGER

1.

JOHN M. DIXON ARNOLD L. STEINER JAMES A. KELLOGG CHARLES F. TITTERTON STEVE R. WALKER A. C. ZUCARO FREDERICKA TAUBITZ LEO E. KNIGHT, JR.

#### OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

MARK BILBREY, President STEPHEN C. WILSON, Executive Vice President, Vice Chairman DANIEL M. WOLD, Sr. Vice President, Secretary, General Counsel GARY J. HORN, Executive Vice President, R. WAYNE SHUPE, Executive Vice President CHERYL JONES, Executive Vice President JOHN A. MAGNESS, Executive Vice President

RANDE K. YEAGER, Chairman and CEO MARK M. BUDZINSKI, Executive Vice President PATRICK A. CONNOR, Executive Vice President MIKE TARPEY, Vice President, Treasurer ROBERT J. CHAPMAN, Executive Vice President CHARLES KOVALESKI, Executive Vice President

Shareholders owning, controlling or holding, either personally or beneficially, 10% or more of the shares of Old Republic National Title Insurance Company as of the last day of the year preceding the date herein above set forth are as follows: Old Republic National Title Insurance Company - 100%, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

- (a) A listing 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 as follows:
- (b) A listing of each shareholder, owner, partner or other person having, owning, or controlling ten percent (10%) or more of and entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium as follows:
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
- 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	\$11,363.00
Loan Policy	\$578.65
Total	\$11,941.65

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:

Amount

<u>To Whom</u>

For Services

\*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.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached

#### TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.
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 Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerio cuidadosamente y entendario completamente antes de la fecha para finalizar su transaccion.

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 Mineral 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 on 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 1-888-678-1700 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.

#### 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.

rev. 07/2016

\* OLD REPUBLIC TITLE

## FACTS

### WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<ul> <li>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</li> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> <li>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</li> </ul>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.		

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do		
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .	
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you:	
conect my personan mormation?	<ul> <li>Give us your contact information or show your driver's license</li> <li>Show your government-issued ID or provide your mortgage information</li> <li>Make a wire transfer</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>	
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only:</li> <li>Sharing for affiliates' everyday business purposes information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> </ul>	
	State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.	

Definitions	
Affiliates	<ul> <li>Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title</li> </ul>
	Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.
	• Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.
	Old Republic Title doesn't jointly market.

#### **Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at <u>www.oldrepublictitle.com</u> and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

#### **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 Insurance 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.

I request deletion of the Arbitration provision.

Signature

Date

#### IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact (Old Republic National Title Insurance Company 713-682-4144).

You may call Old Republic National Title Insurance Company's toll-free telephone number for information or to make a complaint at:

#### 1-888-678-1700

You may also write to Old Republic National Title Insurance Company at:

400 Second Avenue South Minneapolis, Minnesota 55401 Attn: Claims Department

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 the Texas Department of Insurance:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: <u>http://www.tdi.state.tx.us</u> E-mail: <u>ConsumerProtection@tdi.state.tx.us</u>

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Old Republic National Title Insurance 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:

Puede cominicarse con su (Old Republic National Title Insurance Company 713-682-4144).

Usted puede llamar al numero de telefono gratis de Old Republic National Title Insurance Company para informacion o para someter una queja al:

#### 1-888-678-1700

Usted tambien puede escribir a Old Republic National Title Insurance Company:

400 Second Avenue South Minneapolis, Minnesota 55401 Attn: Claims Department

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

#### 1-800-252-3439

Puede escribir al Departament de Seguros de Texas:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: <u>http://www.tdi.state.tx.us</u> E-mail: <u>ConsumerProtection@tdi.state.tx.us</u>

#### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Old Republic National Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departmento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de information y no se convierte en parte o condicion del documento adjunto.