

THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER AND SUCH COVER LETTER *MUST* BE ATTACHED TO ALL TITLE INSURANCE COMMITMENTS. EXCEPTION: IF THE RECIPIENT IS AN OUT-OF-COUNTY TITLE COMPANY, USE THE OUT-OF-COUNTY TITLE COMPANY COVER LETTER.

### Required Language for a Title Insurance Commitment Cover Letter

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 to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

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, immediately return the attached title insurance commitment to 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 USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

## Commitment

## COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Commitment Number:



**Fidelity National Title Insurance  
Company**

**1076551800116**

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 (Fidelity National Title Insurance Company, a Florida corporation) 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 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.

**Fidelity National Title Insurance Company**

By:

Issued By:

**Charter Title Company**

President

Attest:

Secretary

Authorized Signatory



### 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.

**SCHEDULE A**

Effective Date: October 16, 2018 at 8:00 AM  
Commitment No.: 1076551800116

GF No.: CH-7655-1076551800116-KR  
Issued: October 23, 2018 at 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: \$22,725,000.00  
PROPOSED INSURED: CSRP, INC. or its permitted assigns

- 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:  
PROPOSED INSURED:  
Proposed Borrower:

- 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)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- f. OTHER

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:

NFF Realty Partners, Ltd., a Texas limited partnership

**SCHEDULE A**  
(continued)

4. Legal description of land:

Tract 2

The West Ten feet (10') of Lot Eleven (11) and all of Lots Twelve (12) and Thirteen (13) of Block Thirty (30) of HOUSTON HEIGHTS, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 1-A, Page 114 of the Map Records of Harris County, Texas.

Being that same property as described in deed filed for record under Harris County Clerk's File Sequence No. D941031 of the Deed Records of Harris County.

Tract 3

Lots Thirty-Eight (38) through Fifty (50) in Block No. Thirty (30) of HOUSTON HEIGHTS, a Subdivision in John Austin Survey, being an addition in the City of Houston, Harris County, Texas, according to the Map or Plat thereof, recorded in Volume 1-A, Page 114 of the Map Records of Harris County, Texas;

Together with the adjoining portion of West 25th Street conveyed by Quit Claim Deed from the City of Houston to Moretrench Corporation dated April 24, 1967, recorded in Volume 6749, Page 592, of the Deed Records of Harris County, Texas, all particularly described as follows:

That certain portion of West 25th Street, containing 11,231 square feet, being a portion of West 25th Street lying south of and abutting Lots 38 to 50, both inclusive, of Block 30, HOUSTON HEIGHTS SUBDIVISION, of the John Austin Survey in Houston, Harris County, Texas, and being described by metes and bounds as follows:

BEGINNING at a point, the southeast corner of the aforesaid Lot 50 at the northwest intersection of West 25th Street and Rutland Street;

THENCE South along the west line of Rutland Street, a distance of 10.34 feet to a point;

THENCE in a Southwesterly direction Following the arc of a curve to the left having a central angle of 22 degrees 28 minutes 14 seconds and a radius of 333.77 feet whose chord bears South 75 degrees 53 minutes 49 seconds West, a distance of 130.90 feet to a point;

THENCE West along a line parallel to and 42 feet, at right angles, south of the south line of the aforesaid Block 30, a distance of 201.86 feet to a point;

THENCE North, a distance of 42.00 feet to a point, the southwest corner of the aforesaid Lot 38;  
THENCE East along the south line of the aforesaid Lots 38 to 50, both inclusive, a distance of 328.00 feet to the PLACE OF BEGINNING.

Being that same property as described in a deed filed for record under Harris County Clerk's File Sequence No. E222725 of the Deed Records of Harris County, Texas.

Tract 6

1.3472 acres (or 58,683.60 square feet) of land being all of Lots 39 through 50, Block 31, HOUSTON HEIGHTS ADDITION to the City of Houston, Harris County, Texas, plat of the South one-half (1/2) of Block 31 of said Addition being recorded in Volume 93, Page 29, Harris County Deed Records, and including parts of the adjacent rights-of-way for Ashland Street, West 25th Street, and a 38 foot wide alley, said 1.3472 acres of land being more particularly described as follows:

**SCHEDULE A**  
(continued)

BEGINNING at a 5/8 inch iron rod at the southwest corner of Lot 39, the southeast corner of Lot 38, of Block 31, on the north right-of-way line of West 25th Street;

THENCE North in part with the common line between Lots 38 and 39, and at 131.00 feet pass their common north corner, and continuing at a total distance of 138.70 feet in all to a 1 1/4 inch iron pipe for corner in said alley;

THENCE East within said alley and in part generally with the center line of a railroad spur tract 348.00 feet to a 1 1/4 inch iron pipe for corner in said center line and within the right-of-way of Ashland Street;

THENCE South within said Ashland Street 180.70 feet to a 1 1/4 inch iron pipe for corner located one foot South of the center line of another railroad spur tract within the right-of-way of West 25th Street;

THENCE West within said West 25th Street 248.00 feet to a 1/2 inch iron pipe for corner;

THENCE North 42.00 feet to a "+" mark cut in concrete for corner in the north right-of-way line of West 25th Street and at the southwest corner of Lot 43 and the southeast corner of Lot 42 of said Block 31;

THENCE West with the south line of Lots 42, 41, 40 and 39 and with said north right-of-way line 100.00 feet to the PLACE OF BEGINNING.

Being that same property as described in a deed filed for record under Harris County Clerk's File Sequence No. F062712 of the Deed Records of Harris County, Texas.

**Tract 7**

All of those certain lots, tracts or parcels of land situated in Houston Heights, an addition to the City of Houston in Harris County, Texas, according to the various maps or portions of said addition recorded in Volume 1A, Page 114 of the Map Records of Harris County, Texas, and in Volume 93 at Page 29 of the Deed Records of Harris County, Texas, which lots, tracts or parcels of land are more particularly described as follows:

**PARCEL TWO:**

Lots Fourteen (14), Fifteen (15), Sixteen (16), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), the East 5 feet of Lot Seventeen (17), the East 18 feet of Lot Thirty (30), in Block (30) of HOUSTON HEIGHTS, an addition to the City of Houston in Harris County, Texas, according to the map thereof recorded in Volume 1-A, Page 114 of the Map Records of Harris County, Texas; a strip of land 7.7 feet by 118 feet adjoining Lots 31 to 35 and part of Lot 30 on the North, being the portion of a 38 foot alley, and a strip of land 42 feet by 193 feet adjoining Lots 31 to 37 and part of Lot 30 on the South and being a part of what was formerly known as 25th Street, in Houston Heights, all of which is one contiguous tract of land, more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch pipe marking the Southeast corner of that certain 176,342 square foot tract described in Deed from South Texas Cotton Oil Company to South Texas Warehouses, Inc., by Deed dated December 19, 1957, recorded in Volume 3441, Page 216 of the Deed Records of Harris County, Texas;

THENCE North 342 feet to the Northeast corner of Lot 14 in Block 30 of Houston Heights;

THENCE West 80 feet along the North line of said 176,342 square foot tract to an iron rod;

**SCHEDULE A**  
(continued)

THENCE South 131 feet to a 1/2 inch iron pipe;

THENCE East 5 feet to a 1/2 inch iron pipe;

THENCE South 30.3 feet to a 1/2 inch iron pipe;

THENCE West 118 feet to a 1/2 inch iron pipe in the center line of a railroad spur track;

THENCE South 180.7 feet to the South line of said 176,342 square foot tract for corner;

THENCE East 193 feet along said South line of the Place of Beginning, containing 47,627.6 square feet of land, and being the same lots, tracts or parcels of land conveyed by Deed from South Texas Warehouses, Inc. to W.E. Pielop, Jr. dated May 22, 1963, recorded in Volume 5136, Page 606 of the Deed Records of Harris County, Texas.

**PARCEL THREE:**

Lots Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29) and the adjoining West 7 feet of Lot Thirty (30) in the South one-half (1/2) of Block Thirty (30) of HOUSTON HEIGHTS, and addition to the City of Houston in Harris County, Texas, according to the Map of the South one-half (1/2) of said Block Thirty (30) recorded in Volume 93, Page 29 of the Deed Records of Harris County, Texas; together with the adjoining East 25 feet of the abandoned right-of-way of Ashland Street, the adjoining South 7.7 feet by 132 feet of the abandoned alley in said Block 30, and the adjoining 132 by 42 feet of the abandoned right-of-way of West 25th Street. Said parcels forming a tract of land 132 feet by 180.7 feet containing 23,852 square feet of land, more or less, and being more particularly described as follows:

BEGINNING at the most southern southwest corner of that certain 47,627.6 square foot tract of land conveyed by the Deed from South Texas Warehouses, Inc., to W.E. Pielop, Jr., dated May 22nd, 1963, recorded in Volume 5136, Page 606 of the Deed Records of Harris County, Texas; said point of beginning being in the South line of the North 42 foot abandoned portion of West 25th Street;  
THENCE West, along said 42 foot abandoned portion of West 25th Street, a distance of 132.00 feet to a point for corner where the original right-of-way of West 25th Street crosses the original right-of-way (now abandoned) of Ashland Street;

THENCE North, following a line of which at one point runs 25.00 feet West of and parallel with the West line of said Block 30, a distance of 180.70 feet to a point for corner in a railroad spur track;

THENCE East, following a line generally located in the center line of said railroad spur track which line at one point runs 7.7 feet North of and parallel with the North line of said Block 30, a distance of 132.00 feet to a point for corner, same being the most southern Northwest corner of said 47,627.6 square foot tract of land;

THENCE South along the most western line of said 47,627.6 square foot tract, following a line of which at one point runs 7.00 feet East of the West line of Lot 30 in said Block 30, a distance of 180.70 feet to the place of beginning and containing 23,852 square feet of land, and being the same lots, tracts or parcels of land conveyed by Deed from South Texas Warehouses, Inc. to W.E. Pielop, Jr., dated August 23, 1966, recorded in Volume 6491, Page 71 of the Deed Records of Harris County, Texas.

**Tract 11**

North 42 feet of Lots 1, 2, 3, and 4, BLOCK 30, HOUSTON HEIGHTS a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Page 1A Volume 114 of the Map Records of

**SCHEDULE A**  
(continued)

Harris County, Texas.

Being that same property as described in deed filed for record under Harris county Clerk's File Sequence No. G133505 of the Deed Records of Harris County, Texas.

Tract 13

0.4036 acres of land of out of Lots 28 thru 41, Block 31 of Houston Heights Subdivision, as recorded in 1A, Page 114 of the Map Records of Harris County, Texas, said tract also being part of that certain tract conveyed from Houston Railway Company to Houston & Texas Central Railroad Company, by deed dated August 1, 1902, as recorded in Volume 148, Page 42 of the Deed Records of Harris County, Texas, and being located in the John Austin Survey, Abstract No. 1, Harris County, Texas, said 0.4036 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a point for the northwest corner of Lot 26, Block 31 of said Houston Heights Subdivision, said point also being located in the east Right-Of-Way line of Nicholson Street (based on a 100.00 foot wide Right-Of-Way), from said point a 1 inch iron pipe was found, 1.10 feet north;

THENCE South along the west line of said Lot 26, same being the east Right-Of-Way line of said Nicholson Street, a distance of 131.00 feet to a point for the southwest corner of said Lot 26, said point also being located in the original north Right-Of-Way line of 25th Avenue (based on a 70.00 foot wide Right-Of-Way);

THENCE East along the south line of Lots 26, 27 and 28, same being the original north Right-Of-Way line of said 25th Avenue, a distance of 55.43 feet to a 5/8 inch iron rod set for the PLACE OF BEGINNING of the herein described tract, said iron rod being 20 feet northwesterly of and measured radial to the centerline of Southern Pacific Transportation Company nearest railroad track;

THENCE along a line 20 feet northwesterly of said railroad track, being a curve to the right, having a radius of 254.62 feet, a central angle of 07 degrees 03 minutes 42 seconds, an arc length of 31.38 feet, a chord bearing of North 58 degrees 32 minutes 18 seconds East and a chord distance of 31.36 feet to a 5/8 inch iron rod set for corner;

THENCE North 62 degrees 04 minutes 09 seconds East continuing along a line 20 feet northwesterly of said railroad track, a distance of 244.73 feet to a 5/8 inch iron rod set for corner of the north line of said Lot 37;

THENCE East along the north line of said Lots 37 thru 41, a distance of 85.40 feet to a 5/8 inch iron rod set for corner;

THENCE South 62 degrees 04 minutes 09 seconds West a distance of 165.09 feet to a 5/8 inch iron rod set for corner;

THENCE along a curve to the right, having a radius of 309.51 feet, a central angle of 30 degrees 42 minutes 17 seconds, an arc length of 165.87 feet, a chord bearing of South 70 degrees 53 minutes 04 seconds East and a chord distance of 163.89 feet to a 5/8 inch iron rod set for corner of the south line of said Lot 41, same being the original north Right-Of-Way line of said 25th Avenue;

THENCE West along the south line of said Lots 41, 40, 39 and 38, same being the original north Right-Of-Way line of said 25th Avenue, a distance of 88.44 feet to a "x" set in concrete for corner;

THENCE along a curve to the left, having a radius of 269.51 feet, a central angle of 37 degrees 32 minutes 41 seconds, an arc length of 176.61 feet, a chord bearing of West and a chord distance of 173.46 feet to a 5/8 inch iron rod set for corner in the south line of said 31, same being the original north

**SCHEDULE A**  
(continued)

Right-Of-Way line of said 25th Avenue;

THENCE West along the south line of said Lots 31, 30, 29 and 28, same being the original north Right-Of-Way line of said 25th Avenue, passing at a distance of 29.69 feet to a 1 inch iron pipe was found, and continuing for a total distance of 75.46 feet to the PLACE OF BEGINNING of the herein described tract and containing within these calls 17,579 square feet or 0.4036 acres of land.

Being that same property as described in a deed filed for record under Harris County Clerk's File Sequence No. M956371 of the Deed Records of Harris County, Texas.

**Tract 14**

Lots 30 through 38, inclusive in Block thirty-one (31), of HOUSTON HEIGHTS, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 1A, Page 114, of the Map Records of Harris County, Texas;

LESS, SAVE AND EXCEPT, however, that certain 0.4036 acre tract thereof out of Lots 28 through 41, inclusive in Block 31, described in deed dated December 11, 1990, from Southern Pacific Transportation Company to National Flame and Forge, Inc., filed for record on December 27, 1990 under Clerk's File No. M956371 of the Official Public Records of Real Property of Harris County, Texas.

Being that same property as described in deed filed for record under Harris County Clerk's File Sequence No. P395956 of the Deed Records of Harris County, Texas.

**Tract 15**

South Forty-Four (44) feet of Lots One (1), Two (2), Three (3), and Four (4), in Block Thirty (30) of HOUSTON HEIGHTS, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 1, Page 114, of the Map Records of Harris County, Texas.

Being that same property as described in a deed filed for record under Harris County Clerk's File Sequence No. F649347 of the Deed Records of Harris County, Texas.

**Tract 16**

Description of 0.2646 acres of land out of a 38 foot wide alley, in Blocks 30 and 31, and a portion of Ashland Street of Houston Heights Subdivision, as recorded in 1A, Page 114 of the Map Records of Harris County, Texas, said tract also being part of that certain tract conveyed from Houston Railway Company to Houston & Texas Central Railroad Company, by deed dated August 1, 1902, as recorded in Volume 148, Page 42 of the Deed Records of Harris County, Texas, and being located in the John Austin Survey, Abstract No. 1, Harris County, Texas, said 0.2646 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a point for the northwest corner of Lot 26, Block 31 of said Houston Heights Subdivision, said point also being located in the east Right-Of-Way line of Nicholson Street (based on a 100.00 foot wide Right-Of-Way), from said point a 1 inch iron pipe was found, 1.10 feet north;

THENCE East along the north line of Lots 26 thru 37, a distance of 298.40 feet to a 5/8 inch Iron rod set for the PLACE OF BEGINNING of the herein described tract;

THENCE North 62 degrees 04 minutes 09 seconds East a distance of 40.56 feet to a point for corner (unable to set corner) in the centerline of said 38 foot wide alley;



**SCHEDULE A**  
(continued)

THENCE East along the centerline of said, alley, a distance of 588.76 feet to a point for corner (unable to set corner) in the west line of a tract of land (called Parcel 2), as conveyed from William E. Pielop, et ux to National Flame and Forge, Inc., by deed dated February 28, 1977, as recorded in Harris County Clerk's File No. F085746;

THENCE South along the said west line, a distance of 19.00 feet to an "x" set in a concrete footing for corner in the north line of Lot 35 of said Block 30;

THENCE West along the north line of said Lots 35 thru 26, Block 30 and Lots 50 thru 37, Block 31, a distance of 624.60 feet to the PLACE OF BEGINNING of the herein described tract and containing within these calls 11,527 square feet or 0.2646 acres of land.

Being that same property as described in a deed filed for record under Harris County Clerk's File Sequence No. M956370 of the Deed Records of Harris County, Texas.

**Tract 17**

Lots Five (5) and Six (6), Block Thirty (30) of HOUSTON HEIGHTS, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 1-A, Page 114 of the Map Records of Harris County, Texas.

**Tract 18**

Lots Seven (7), Eight (8), Nine (9), Ten (10), and the adjoining East fifteen feet (E. 15') of Lot Eleven (11), in Block Thirty (30) of HOUSTON HEIGHTS, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 1-A, Page 114 of the Map Records of Harris County, Texas.

**Tract 19**

The North Forty-five feet (N. 45') of the South Eighty-nine feet (S. 89') of each of Lots Numbers One (1), Two (2), Three (3), and Four (4), in Block Number Thirty (30), of HOUSTON HEIGHTS, an Addition to the City of Houston, in Harris County, Texas, according to the Map of said Addition recorded in Volume 1-A, Page 114, of the Map Records of Harris County, Texas, and being more particularly described as follows:

BEGINNING at a point in the West line of Rutland Street 42 feet South of the Northeast corner of said Lot 1, in Block 30;

THENCE West at right angle to Rutland Street, parallel with the North line of Lots 1, 2, 3 and 4, and 42 feet South therefrom, a distance of 103 feet to a point for the Northwest corner of this tract in the West line of said Lot 4;

THENCE South along the West line of Lot 4, a distance of 45 feet;

THENCE East parallel with the North line of Lots 1, 2, 3 and 4, a distance of 103 feet to a point for the Southeast corner of this tract in the East line of Lot 1 and the West line of Rutland Street;

THENCE North along the West line of Rutland Street, a distance of 45 feet to the PLACE OF BEGINNING and being the North 45 feet of the tract conveyed to Douglas Pershing Woodward and wife, by deed recorded in Volume 1431, Page 454, of the Deed Records of Harris 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 A**  
(continued)

**END OF SCHEDULE A**

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

Commitment No.: 1076551800116

GF No.: CH-7655-1076551800116-KR

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):  
  
Intentionally Deleted.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured.  
  
(Applies to the Owner Policy only.)
4. Any title 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 or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 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 years. (If Texas Short Form Residential Mortgagee 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 2018 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 Mortgagee 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 Mortgagee Policy (T-2) only.)

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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.
  - b. Utility easement, 10 feet in width together with an aerial easement 5 feet wide from a plane 20 feet above the ground upward, located adjacent thereto, granted to Houston Lighting and Power Company as set out and defined in instrument filed under Harris County Clerk's File No. G416183. (As to Tract 7)
  - c. Boundary Line Agreement dated July 27, 2012, by and between Susan S. Crouse, Lloyd T. Hallum and NFF Realty, LLC filed under Harris County Clerk's File No. 20120397951. (As to Tract 6)
  - d. City of Houston, Texas, Ordinance No. 2016-920 prohibiting the use of designated groundwater filed under Harris County Clerk's File No. RP-2017-553104. (As to all Tracts)
  - e. Voluntary Cleanup Program Final Certificate of Completion recorded under Clerk's File No. RP-2018-250754 of the Official Public Records of Real Property of Harris County, Texas.

**SCHEDULE C**

Commitment No.: 1076551800116

GF No.: CH-7655-1076551800116-KR

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 Mortgagee 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. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: NFF Realty, L.L.C. a Texas limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

**SCHEDULE C**

(continued)

- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. The Company must be furnished with a marital affidavit from each record owner from the date of his/her acquisition of subject property to the present time. The spouse of each record owner must join in any conveyance of subject property. (Tracts 17 and 18)
8. Intentionally Deleted.
9. According to City of Houston Ordinance No. 89-1312, set forth below, seller is obligated to provide notice of restrictive covenants to purchaser, which notice is to be filed for record if the Land is found to be located within the boundaries of the City of Houston. A seller who fails to provide such notice may be subject to a fine levied by the City of Houston. Recording No.: M337573
10. NOTE FOR INFORMATION PURPOSES:
- The last Deed found of record affecting the Land was recorded August 13, 2007 at 20070493666, wherein the grantee acquired the subject property. (Tracts 1-16)
- The last Deed found of record affecting the Land was recorded RP-2018-336637, wherein the grantee acquired the subject property. (Tract 17)
- The last Deed found of record affecting the Land was recorded RP-2018-366637, wherein the grantee acquired the subject property. (Tract 18)
- The last Deed found of record affecting the Land was recorded RP-2018-454613, wherein the grantee acquired the subject property. (Tract 19)
11. Deed of Trust dated July 25, 2018, executed by NFF Realty Partners, Ltd., to Nancy G. Hardy, Trustee, securing the payment of one certain promissory note of even date therewith payable to the order of Oteco, Inc. as therein provided, filed for record on July 25, 2018, under County Clerk's File No. RP-2018-336638 in the Official Public Records of Real Property in Harris County, Texas
12. Deed of Trust by NFF Realty Partners, Ltd. to Nancy G. Hardy, Trustee, for the benefit of Oteco, Inc., in the amount of \$ 268,327.78 dated October 3, 2018 and recorded October 3, 2018 in Clerk's File No. RP-2018-454614, Records of Harris County, Texas.

## SCHEDULE D

Commitment No.: 1076551800116

GF No.: CH-7655-1076551800116-KR

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 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, Michael Louis Gravelle, Michael J. Nolan

**Officers:** Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)
2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
 

**FNF Charter Title Company d/b/a Charter Title Company**

  - (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.
 

**Owners:** FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC, which owns 100% of **FNF Charter Title Company d/b/a Charter Title Company**
  - (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
 

**Owners:** FNTS Holdings, LLC owns 100% of **FNF Charter Title Company d/b/a Charter Title Company**
  - (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.
 

**Directors:** Raymond Randall Quirk, Anthony John Park

**Officers:** James A. Johnson (President and County Manager), Raymond Randall Quirk (Chairman of the Board and Chief Executive Officer), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)
  - (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
  - (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
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:

<b>Owner's Policy</b>	<b>\$</b>	<b>82,327.00</b>
<b>Total</b>	<b>\$</b>	<b>82,327.00</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:

Percent/Amount	To Whom	For Services
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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, insure 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.



## TEXAS TITLE INSURANCE INFORMATION

(Continued)

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 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."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FIDELITY NATIONAL FINANCIAL**  
**PRIVACY NOTICE**  
**Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer