

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY NATIONAL TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule 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.

Countersigned:

By: 
Authorized Officer or Agent

Benchmark Title, LLC
2007 Randall St
Dallas, TX 75201-1500
Tel: 214-485-8650
Fax: 214-485-8698



FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:



President

Attest:



Secretary

COMMITMENT FOR TITLE INSURANCE T-7

Issued By

Fidelity National Title Insurance Company

SCHEDULE A

Effective Date: **February 26, 2020, 8:00 am**

GF No. **PL19-25521**

Commitment No. 003, issued **March 6, 2020, 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:
PROPOSED INSURED:

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:

TBD

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)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

f. OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

TRACT 1: FEE SIMPLE

TRACT 2:

Permitted encroachment rights into the street right-of-way of Capitol Avenue, Rusk Avenue and San Jacinto Street as created by and more particularly described in instrument filed for record on November 1, 1996, under Harris County Clerk's File No. S189146 (Film Code No. 510-63-1454), pursuant to Ordinance No. 96-1060, dated October 16, 1996, filed November 1, 1996, a copy of which has been filed for record under County Clerk's File No. S189145 (Film Code No. 510-63-1443) of the Real Property Records of Harris County, Texas. Interest acquired by 1111 Rusk Realty Partners, a Texas general partnership, under assignment dated February 18, 1998, filed April 9, 1998, filed of record under County Clerk's File Nos. S954154 and S954155 (Film Code No. 517-90-1996) of the Real Property Records of Harris County, Texas,

TRACT 3:

Permitted encroachment rights into the street right-of-way of Capitol Street and Fannin Street and San Jacinto Street and Rusk Street as created and as more particularly described in instrument dated June 6, 2012, filed June 19, 2012, recorded under Harris County Clerk's File No. 20120270761, Official Public Records, Harris County, Texas. As affected by Affidavit of Transfer of Encroachment Permit/License filed April 08, 2014, recorded under Clerk's File No. 20140141527, Real Property Records of Harris County, Texas.

TRACT 4:

Permitted encroachment rights into the street right-of-way of 1100 Block of Capitol Street as created and as more particularly described in instrument, dated March 29, 2012, filed June 19, 2012, recorded under Harris County Clerk's File No. 20120270762, Official Public Records, Harris County, Texas. As affected by Affidavit of Transfer of Encroachment Permit/License filed April 08, 2014, recorded under Clerk's File No. 20140141527, Real Property Records of Harris County, Texas.

TRACT 5:

Permitted encroachment rights into the street right-of-way of Fannin Street, Capitol Street and San Jacinto Street as created and as more particularly described in instrument, dated June 7, 2016, filed July 5, 2016, recorded under Harris County Clerk's File No. RP-2016-289982, Official Public Records, Harris County, Texas.

3. Record title to the land on the Effective Date appears to be vested in:
RUSK AT SAN JACINTO PARTNERS LP, a Texas limited partnership
4. Legal description of land:
SEE ATTACHED EXHIBIT "A"

Countersigned
Benchmark Title, LLC

By  _____

EXHIBIT "A"**TRACT 1:**

A METES AND BOUNDS description of a certain 1.495 acre tract of land situated in the John Austin Survey, Abstract No. 1 and James S. Holman Survey, Abstract No. 323, in Harris County, Texas; being the called 1.495 acre tract of land conveyed to Rusk at San Jacinto Partners LP by Special Warranty Deed recorded under Clerk's File No. 20130446507 of the Harris County Official Public Records of Real Property; said 1.495 acre tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, CORS 96 (EPOCH 2002.00) as referenced in the City of Houston Department of Public Works in Engineering and Construction Division Downtown Centerline Reference Rod System Revitalization, GFS No. N-0645-04-3:

COMMENCING at the intersection of the City of Houston Engineer Reference Line for Capitol Street and La Branch Street, from which an iron rod found bears South 64°45'29" East, 0.56 feet;

THENCE, North 57°08'24" West, 1029.89 feet along the City of Houston Engineer Reference Line of Capitol Street to a point for corner, from which the intersection of the City of Houston Engineer Reference Line for Capitol Street and Bagby Street bears North 57°08'24" West, 2619.22 feet, and from reference line an iron rod found bears North 14° 09' 46" East, 0.25 feet;

THENCE, South 32°52'00 West, 40.00 feet to a 5/8-inch iron rod (w/ cap stamped Jones|Carter) set being the intersection of the southwest right-of-way of Capitol Street (based on a variable width) and the northwest right-of-way of San Jacinto Street (based on a variable width), also being the **POINT OF BEGINNING** of the herein described tract;

THENCE, along said northwest right-of-way, the following three (3) courses and distances:

1. South 32°52'00" West, 100.03 feet to a point for corner;
2. South 57°08'24" East, 8.70 feet to a cut "X" in concrete set;
3. South 32°52'00" West, 152.47 feet to a cut "X" in concrete set being the intersection of said northwest right-of-way and the northeast right-of-way of Rusk Street (based on a variable width);

THENCE, along said northeast right-of-way the following three (3) courses and distances:

1. North 57° 08' 24" West, 133.71 feet to a cut "X" in concrete set;
2. North 32° 52' 00" East, 0.52 feet to a point for corner;
3. North 57° 08' 24" West, 126.99 feet to a 60-D Nail set in concrete being the intersection of said northeast right-of-way and the southeast right-of-way of Fannin Street (based on a width of 80 feet);

THENCE, North 32° 52' 00" East, 251.98 feet to a cut "X" in concrete set being the intersection of said southeast right-of-way and the aforementioned southwest right-of-way;

THENCE along said southwest right-of-way, the following nine (9) courses and distances:

1. South 57°08'24" East, 85.26 feet to a cut "X" in concrete set;
2. North 32°51'36" East, 3.28 feet to a cut "X" in concrete set;

3. South 57°08'24" East, 40.01 feet to a 5/8-inch iron rod (w/ cap stamped Jones|Carter) set;
4. South 32°51'36" West, 3.28 feet to a cut "X" in concrete set;
5. South 57°08'24" East, 47.30 feet to a marker "X" on a concrete block wall set;
6. North 32°52'00" East, 3.69 feet to a 5/8-inch iron rod (w/ cap stamped Jones|Carter) set;
7. South 56°51'59" East, 23.03 feet to a 5/8-inch iron rod (w/ cap stamped Jones|Carter) set;
8. South 32°52'00" West, 3.58 feet to a marker "X" on a concrete block wall set;
9. South 57°08'24" East, 56.40 feet to the POINT OF BEGINNING, CONTAINING 1.495 acres of land in Harris County, Texas as shown on Drawing No. 11078 in the office of Jones|Carter in Bellaire, Texas.

TRACT 2:

Permitted encroachment rights into the street right-of-way of Capitol Avenue, Rusk Avenue and San Jacinto Street as created by and more particularly described in instrument filed for record on November 1, 1996, under [Harris County Clerk's File No. S189146 \(Film Code No. 510-63-1454\)](#), pursuant to Ordinance No. 96-1060, dated October 16, 1996, filed November 1, 1996, a copy of which has been filed for record under [County Clerk's File No. S189145 \(Film Code No. 510-63-1443\)](#) of the Real Property Records of Harris County, Texas. Interest acquired by 1111 Rusk Realty Partners, a Texas general partnership, under assignment dated February 18, 1998, filed April 9, 1998, filed of record under [County Clerk's File Nos. S954154 and S954155 \(Film Code No. 517-90-1996\)](#) of the Real Property Records of Harris County, Texas.

TRACT 3:

Permitted encroachment rights into the street right-of-way of Capitol Street and Fannin Street and Jacinto Street and Rusk Street as created and as more particularly described in instrument dated June 6, 2012, filed June 19, 2012, recorded under [Harris County Clerk's File No. 20120270761](#), Official Public Records, Harris County, Texas. As affected by Affidavit of Transfer of Encroachment Permit/License filed April 08, 2014, recorded under Clerk's File No. 20140141527, Real Property Records of Harris County, Texas.

TRACT 4:

Permitted encroachment rights into the street right-of-way of 1100 Block of Capitol Street as created and as more particularly described in instrument, dated March 29, 2012, filed June 19, 2012, recorded under [Harris County Clerk's File No. 20120270762](#), Official Public Records, Harris County, Texas. As affected by Affidavit of Transfer of Encroachment Permit/License filed April 08, 2014, recorded under [Clerk's File No. 20140141527](#), Real Property Records of Harris County, Texas.

TRACT 5:

Permitted encroachment rights into the street right-of-way of Fannin Street, Capitol Street and San Jacinto Street as created and as more particularly described in instrument, dated June 7, 2016, filed July 5, 2016, recorded under [Harris County Clerk's File No. RP-2016-289982](#), Official Public Records, Harris County, Texas.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.

COMMITMENT FOR TITLE INSURANCE T-7

Issued By

Fidelity National Title Insurance Company

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Harris County Clerk's File No. RP-2016-526027, Official Public Records, Harris County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

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 the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 (Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2019**, 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 ____ 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 Tenants, as tenants only, under unrecorded lease agreements.**
- b. **All visible and apparent easements on or across the property, the existence of which are not shown of record.**
- c. **Any portion of the subject property lying within the boundaries of any road or roadway, public or private.**
- d. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)**
- e. **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.**
- f. **Building line established along a portion of City's Right of Way located at the intersection of Capital Street and San Jacinto Street pursuant to Ordinance No. 73-1498, dated August 7, 1973, filed August 31, 1973, recorded under County Clerk's File No. D964383 (Film Code No. 167-21-1244) of the Real Property Records, Harris County, Texas.**
- g. **Consent to encroach a portion of City's Right of Way for capital improvements along Capitol Street, San Jacinto Street and Rusk Avenue as defined and located in instrument filed of record under County Clerk's File No. S189146 (Film Code No. 510-63-1454), pursuant to Ordinance No. 96-1060, dated October 16, 1996, filed November 1, 1996, a copy of which has been filed for record under County Clerk's File No. S189145 (Film Code No. 510-63-1443) of the Real Property Records of Harris County, Texas. Interest acquired by 1111 Rusk Realty Partners, a Texas general partnership, under assignment dated February 18, 1998, filed April 9, 1998, filed of record under County Clerk's File Nos. S954154 and S954155 (Film Code No. 517-90-1996) of the Real Property Records of Harris County, Texas.**
- h. **City of Houston Resolution No. 97-18, a Resolution Designating The Texas Company Building as an Historic Landmark, dated March 5, 1997, filed August 6, 1997, recorded under Harris County Clerk's File Number S579116, Real Property Records, Harris County, Texas.**
- i. **Terms, conditions and provisions of City of Houston Permit for Use and Occupancy of Public Street Right-of-Way, by and between the City of Houston and Texas Company Building, LP, dated June 6, 2012, filed June 19, 2012, recorded under Harris County Clerk's File No. 20120270761, Official Public Records, Harris County, Texas.**
- j. **Terms, conditions and provisions of City of Houston Permit for Use and Occupancy of Public Street Right-of-Way, by and between the City of Houston and Texas Company Building, LP, dated March 29, 2012, filed June 19, 2012, recorded under Harris County Clerk's File No. 20120270762, Official Public Records, Harris County, Texas.**
- k. **Lease as evidenced by Memorandum of Lease executed by Rusk at San Jacinto Partners LP, a Texas limited partnership and Rusk at San Jacinto Building Investors LP, a Texas limited partnership, dated August 28, 2013, filed September 3, 2013, recorded under Harris County Clerk's File No. 20130451710, Official Public Records, Harris County, Texas, as corrected by Correction Instrument as to a Recorded Original Instrument, dated December 30, 2013, filed November 4, 2016, recorded under Harris County Clerk's File No. 20160000071, Official Public Records, Harris County, Texas. Subordination, Non-Disturbance and Attornment Agreement filed August 24, 2017, recorded under Clerk's File No. RP-2017-384058, Official**

Public Records, Harris County, Texas. As affected by Assignment and Security Agreement executed by and between Rusk At San Jacinto Building Investors LP, a Texas limited partnership to Rusk at San Jacinto Partners, LP, a Texas limited partnership dated August 23, 2017, filed August 24, 2017, recorded under [Clerk's File No. RP-2017-384054](#), Official Public Records, Harris County, Texas. With no rights to purchase or rights of first refusal to purchase any or all of the land.

- l. Affidavit as to Transfer of Encroachment Permit/License, dated October 25, 2013, filed April 8, 2014, recorded under [Harris County Clerk's File No. 20140141527](#), Official Public Records, Harris County, Texas, and as noted on survey prepared by Matthew W. Brazzel, Registered Professional Land Surveyor No. 6140, dated July 26, 2017, last revised August 4, 2017.
- m. Easement executed by Rusk at San Jacinto Partners, LP, a Texas limited partnership, to the City of Houston, dated April 13, 2016, filed April 20, 2016, recorded under [Harris County Clerk's File No. RP-2016-162540](#), Official Public Records, Harris County, Texas, and as shown on survey prepared by Matthew W. Brazzel, Registered Professional Land Surveyor No. 6140, dated July 26, 2017, last revised August 4, 2017.
- n. Right to Pull executed by Rusk at San Jacinto Partners LP, a Texas limited partnership, to CenterPoint Energy Houston Electric, LLC, dated February 25, 2016, filed February 29, 2016, recorded under [Harris County Clerk's File No. RP-2016-81394](#), Official Public Records, Harris County, Texas, and as noted on survey prepared by Matthew W. Brazzel, Registered Professional Land Surveyor No. 6140, dated July 26, 2017, last revised August 4, 2017.
- o. Terms, conditions and provisions of that certain City of Houston Permit for Use and Occupancy of Public Street Right-of-Way by and between the City of Houston and Rusk at San Jacinto Partners LP, a Texas limited partnership, dated June 7, 2016, filed July 5, 2016, recorded under [Harris County Clerk's File No. RP-2016-289982](#), Official Public Records, Harris County, Texas, and as shown on survey prepared by Matthew W. Brazzel, Registered Professional Land Surveyor No. 6140, dated July 26, 2017, last revised August 4, 2017. No amounts are due and payable.
- p. Terms and conditions of that certain Valet Parking License Agreement dated November 4, 2016, between Rusk at San Jacinto Partners, LP, a Texas limited partnership ("Owner") and Houston Hotel Partners Master Tenant, LLC, a Delaware limited liability company ("Licensee"), recorded under [Harris County Clerk's File No. RP-2017-362430](#). Correction Instrument executed by Brett Poston filed August 24, 2017, recorded under Clerk's File No. RP-2017-384053, Official Public Records, Harris County, Texas.
- q. Terms, conditions and stipulations in Standstill Agreement by and among Houston Housing Finance Corporation, a Texas public non-profit corporation, Rusk at San Jacinto Partners, LP, a Texas limited partnership, and TPG RE Finance 2, Ltd., an exempt company incorporated with limited liability under the laws of the Cayman Islands, dated August 23, 2017, filed August 24, 2017, recorded under [Clerk's File No. RP-2017-384059](#), Official Public Records, Harris County, Texas.
- r. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Harris County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$_____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or printed provision of this policy.

(OWNER'S POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).

- s. **Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Harris County, Texas, prior to the date hereof.**

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

COMMITMENT FOR TITLE INSURANCE T-7

Issued By

Fidelity National Title Insurance Company**SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing executed by Rusk At Saqn Jacinto Partnership LP, a Texas limited partnership to Brett M. Poston , Trustee, dated August 23, 2017, filed August 24, 2017, recorded under Clerk's File No. RP-2017-384055, Official Public Records, Harris County, Texas, securing TPG RE Finance 2, LTD in the payment of one Note of even date therewith in the principal sum of \$121,620,000.00, due and payable and bearing interest as therein provided; and subject to all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.**

Assignment of Deed of Trust, Secureity Agreement, Assignment of Leases and Fixture Filig filed February 22, 2018, recorded under Clerk's File No. RP-2018-73654, Official Public Records, Harris County, Texas.

Assignment of Leases and Rents filed August 24, 2017, recorded under Clerk's File No. RP-2017-384056, Official Public Records, Harris County, Texas.

Assignment of Assignment of Leases and Rents filed February 22, 2018, recorded under Clerk's File No. RP-2018-73655, Official Public Records, Harris County, Texas.

UCC Financing Statement between Rusk At San Jacinto Partnership LP , (Debtor) and TPG Re Finance 2, LTD, (Secured Party) filed August 24, 2017, recorded under Clerk's File No. RP-2017-384057, Official Public Records, Harris County, Texas.

Admendment to Financing Statement filed Febraury 27, 2018, recorded under Clerk's File No. RP-2018-82232, Official Public Records, Harris County, Texas.

Subordination, Non-Disturbance and Attornment Agreement filed August 24, 2017, recorded under [Clerk's File No. PR-2017-384058](#), Official Public Records, Harris County, Texas.

Standstill Agreement filed August 24, 2017, recorded under [Clerk' File No. RP-2017-384059](#), Official Public Records, Harris County, Texas.

6. Affidavit of Mechanic's and Materialmen's Lien, filed by Digital Air Control, Inc., asserting a lien as described therein, filed December 14, 2018, recorded under [Clerk's File No. RP-2018-559062](#) of the Official Public Records, Harris County, Texas.
7. Intentionally deleted.
8. Provide copies of the Limited Partnership Agreement and all amendments thereto, showing identity of, and authority of those acting on behalf of RUSK AT SAN JACINTO PARTNERS LP, a Texas limited partnership, and compliance therewith, along with a Certificate of Limited Partnership (Certificate of Existence) registered with the Secretary of State of the State of Texas.
9. **FOR INFORMATIONAL PURPOSES ONLY:**

Vesting information:

Special Warranty Deed from The Texas Company Building, LP, a Texas limited partnership, to Rusk at San Jacinto Partners LP, a Texas limited partnership, dated August 29, 2013, filed August 30, 2013, recorded under [Clerk's File No. 20130446507](#), Official Public Records, Harris County, Texas.
10. The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000.00 or less. If you want to retain your rights to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provisions before the policy is issued. If you are the purchaser of lender in the transaction and request deletion of the arbitration provision, please advise us so prior to closing by executing the Addendum to this Commitment and returning it to us, or inform us in your closing instructions.
11. Notice to all Buyers, Sellers, Borrowers, Lenders and all parties having a vested interest 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 pursuant to this transaction. Effective August 1, 1988, The State Board 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 this Trust Fund Account. "Good Funds" is defined as: (1) Cash or wire transfers; (2) Certified funds, including certified checks and cashier's checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts and any other item when collected by the Financial Institution.
12. Our office may require an Affidavit as to Debts and Liens, Survey Affidavit and Waiver of Inspection to be executed at closing.
13. Except in an exempt transaction, the Company must be furnished with seller's social security number or taxpayer identification number and all other information necessary to complete IRS form 1099S.
14. Whereas a general mineral exclusion has been included on Schedule B as promulgated by the Texas Department of Insurance under Procedural Rule P-5.1, upon request together with Underwriter approval and payment of the applicable premium, a T-19.2 or a T-19.3 endorsement, as applicable, may be issued. For deletion of this general mineral exclusion, a complete mineral search, provided by an approved vendor, will need to be submitted, subject to the cost of said search, at which time this Commitment may be subject to further exceptions and/or requirements as disclosed by said search.

COMMITMENT FOR TITLE INSURANCE T-7

SCHEDULE D

GF No. **PL19-25521**

Effective Date: **February 26, 2020, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
FIDELITY NATIONAL TITLE INSURANCE COMPANY:

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

2. The following disclosures are made by **Benchmark Title, LLC** (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. Benchmark Bank, a Texas banking association, owns 100% of Benchmark Title, LLC.
- b. A listing of each shareholder, owner, partner, or other person having, owning or controlling ten 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. Quinlan Bancshares, Inc., a Texas corporation, owns 100% of Benchmark Bank, which owns 100% of Benchmark Title, LLC.
- c. If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the name of the President, the Executive or Senior Vice President, the Secretary and the Treasurer of the Title Insurance Agent.

Jonathan Filgo - Sole Manager
Benjamin Murphy - President
Ben Gibbins - Executive Vice President
Ann Garza - Senior Vice President

Belinda F. Teague - Senior Vice President
Kiley McGuire - Vice President
Audra J. Murphy - Vice President

- 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.

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
Loan Policy
Endorsement Charges
Other
Total

TBD



Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
" *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."		

COMMITMENT FOR TITLE INSURANCE (Form T-7)
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 of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 654-7041 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 Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate			
TBD							



PRIVACY POLICY NOTICE

BENCHMARK TITLE, LLC, is committed to protecting the confidentiality and security of the personal information we collect about our customers. This statement is designed to inform you of the types of information we collect, how we use that information and the limited circumstances under which we may share your *non-public personal information* with any of our affiliated companies and with nonaffiliated third parties. *Non-public personal information* means personally identifiable financial information about you that we collect in connection with a residential real estate transaction by individual consumers, individual purchasers of an owner or mortgagee title insurance policy, or other financial product, closing or settlement service, and any customer list or grouping that is derived in part using personally identifiable financial information about you that is not publicly available.

Information We Collect About You

We collect *non-public personal information* about you from the following sources:

1. Information we receive from you in discussions in person, via the Internet, by telephone or otherwise, such as your income, assets, liabilities, social security number and other financial and credit information; and
2. Information about your transactions with us, our affiliates, or others that we receive information from outside sources, such as information from your lender, attorney, real estate agent or broker, insurance agent, employer, etc.

The Confidentiality, Security and Integrity of Your Non-Public Personal Information

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

Non-Public Personal Information and Affiliates

An affiliate is a company we own or control, a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning enough to have control. We may share information with affiliates about our transactions or experiences with you or your file with us. We may also share with affiliates additional information about your transaction, unless you tell us not to disclose this additional information. You may do so by completing and returning the attached Notification Form.

Types of Affiliates

We may disclose *non-public personal information* about you to the following types of affiliates:

- Bankers
- Mortgage bankers
- Insurance agents

Reasons for Disclosure

We would disclose the *non-public personal information* about you to our affiliates to assist them in providing you with information about additional products and services.

Non-Public Personal Information and Nonaffiliated Third Parties

Since we value our customer relationships, we do not disclose *non-public personal information* to nonaffiliated third parties, except as permitted by law.

Non-Public Personal Information Regarding Former Customers

We do not disclose non-public personal information about former customers, except as permitted by law.

Your Right To Choose

We are permitted to share *non-public personal information* about our transactions or experiences with you, with our affiliates. We may also share *non-public personal information which is beyond our transactions and experiences with you with affiliates, unless you tell us not to disclose this other non-public personal information.*

Your decision to block (opt-out) the disclosure of your *non-public personal information* will apply to all products and services you receive from us.

If you wish to opt-out of the disclosure of your information, you may do so by checking the appropriate line on the attached Notification Form and delivering it to us in person or mailing it to the address listed on the Notification Form.

Notification Form

How to Notify Us
Complete and mail to:

Benchmark Title, LLC
2007 Randall Street
Dallas, TX 75201

_____ Do not share my non-public personal information, other than
non-public personal information relating to my transactions and
experiences with you, with your affiliates.

Signature

Signature

Print Name

Print Name

Social Security Number

Social Security Number

GF Number (REQUIRED)

GF Number (REQUIRED)

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" 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 and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.

- You can opt-out via the Consumer Choice Page at www.aboutads.info.

For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.

You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

Copyright © 2014. Fidelity National Financial, Inc. All Rights Reserved.

EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

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.

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.

TEXAS TITLE INSURANCE INFORMATION

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also

be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title 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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date