

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, STEWART TITLE GUARANTY 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.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

A handwritten signature in black ink, appearing to be "M. Morris".

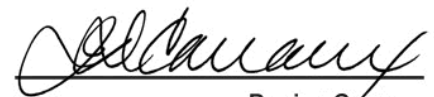
Authorized Countersignature

Capital Title of Texas, LLC  
Company Name

**stewart**  
title guaranty company

A handwritten signature in black ink, appearing to be "Matt Morris".

**Matt Morris**  
President and CEO

A handwritten signature in black ink, appearing to be "Denise Carraux".

**Denise Carraux**  
Secretary

## 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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.





IMPORTANT INFORMATION

FOR INFORMATION, OR  
TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE TELE-  
PHONE NUMBER

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE  
P.O. BOX **149104**  
AUSTIN, TEXAS **78714-9104**  
FAX NO. **(512) 490-1007**

AVISO IMPORTANTE

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS  
P.O. BOX **149104**  
AUSTIN, TEXAS **78714-9104**  
FAX NO. **(512) 490-1007**



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 titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

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

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

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to 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 1-800-729-1902 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.

# COMMITMENT FOR TITLE INSURANCE T-7

## ISSUED BY

**STEWART TITLE GUARANTY COMPANY**

## SCHEDULE A

Effective Date: **August 25, 2020, 8:00 am**

GF No. **19-397049-BW**

Commitment No. \_\_\_\_\_, issued **September 7, 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: **\$28,994,513.78**  
PROPOSED INSURED: **Gala at MacGregor, LP**
- 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: **\$15,250,000.00**  
PROPOSED INSURED: **CitiBank, N.A., a national banking association and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12C of the conditions.**

Proposed Borrower: **Gala at MacGregor, LP**

- 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: **\$9,400,000.00**  
PROPOSED INSURED: **City of Houston**

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:

[Asian Pacific Texas, LLC](#)

## 4. Legal description of land:

**BEING A PART OF LOT THREE (3) AND ALL OF LOTS 4, 5, 6, 7, 8, AND 9 IN BLOCK THIRTY-SIX (36) OF RIVERSIDE TERRACE, SECTION SIX (6), AN ADDITION TO THE CITY OF HOUSTON IN HARRIS COUNTY, TEXAS, ACCORDING TO THE AMENDED PLAT THEREOF RECORDED IN VOLUME 9, PAGE 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; BEING MORE FULLY DESCRIBED AS FOLLOWS: (BASIS BEARING IS THE WEST RIGHT-OF-WAY LINE OF CARSON COURT, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288, BEING SOUTH 01 DEGREES 38 MINUTES 37 SECONDS WEST);**

**BEGINNING AT A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" FOUND IN THE WEST RIGHT-OF-WAY LINE OF CARSON COURT (AKA STATE HIGHWAY 288), BASED ON A WIDTH OF 60.00 FEET, SAID POINT BEING THE NORTHEAST CORNER OF LOT TEN (10) AND SOUTHEAST CORNER OF LOT NINE (9), BLOCK THIRTY-SIX (36) OF RIVERSIDE TERRACE, SECTION SIX (6);**

**THENCE NORTH 88 DEGREES 21 MINUTES 23 SECONDS WEST, ALONG THE COMMON LINE OF LOTS 9 AND 10 A DISTANCE OF 165.87 FEET TO A POINT FOR CORNER IN THE CENTER LINE OF THE OLD CHANNEL OF BRAYS BAYOU, SAME BEING THE EAST LINE OF RESERVE "A", BLOCK 1, FIFTY NINE-TWENTY FIVE ALMEDA, ACCORDING TO THE PLAT RECORDED IN FILM CODE NO. 581125 OF THE HARRIS COUNTY MAP RECORDS, SAID POINT BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;**

**THENCE ALONG THE CENTER LINE OF OLD CHANNEL OF BRAYS BAYOU, SAME BEING THE EAST LINE OF SAID RESERVE "A" THE FOLLOWING SEVEN (7) CALLS AND DISTANCES:**

**NORTH 03 DEGREES 08 MINUTES 50 SECONDS EAST, A DISTANCE OF 44.45 FEET TO A POINT FOR CORNER;**

**NORTH 16 DEGREES 51 MINUTES 32 SECONDS EAST, A DISTANCE OF 155.53 FEET TO A POINT FOR CORNER;**

**NORTH 06 DEGREES 20 MINUTES 25 SECONDS WEST, A DISTANCE OF 23.06 FEET TO A POINT FOR CORNER;**

**NORTH 19 DEGREES 09 MINUTES 16 SECONDS WEST, A DISTANCE OF 45.26 FEET TO A POINT FOR CORNER;**

**NORTH 36 DEGREES 19 MINUTES 01 SECONDS WEST, A DISTANCE OF 33.67 FEET TO A POINT FOR CORNER;**

**NORTH 47 DEGREES 24 MINUTES 49 SECONDS WEST, A DISTANCE OF 27.70 FEET TO A POINT FOR CORNER;**

**NORTH 49 DEGREES 57 MINUTES 01 SECONDS WEST, A DISTANCE OF 1.85 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;**

**THENCE NORTH 68 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 190.31 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS SOUTH 88 DEGREES 00 MINUTES WEST, 0.74 FEET, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF CARSON COURT (AKA STATE HIGHWAY 288) AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;**

**THENCE IN A SOUTHERLY DIRECTION ALONG A CURVE TO THE RIGHT BEING THE WEST RIGHT-OF-WAY LINE OF CARSON COURT (AKA STATE HIGHWAY 288), HAVING A RADIUS OF 242.55 FEET, A CENTRAL ANGLE OF 17 DEGREES 18 MINUTES 15 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 07 DEGREES 00 MINUTES 30 SECONDS EAST, 72.98 FEET AND AN ARC LENGTH OF 73.25 FEET TO A 5/8 INCH IRON ROD FOUND FOR A POINT OF TANGENCY;**

**THENCE SOUTH 01 DEGREES 38 MINUTES 37 SECONDS WEST, CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF CARSON COURT (AKA STATE HIGHWAY 288) A DISTANCE OF 307.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.1958 ACRES (52,087 SQUARE FEET) OF LAND, MORE OR LESS.**

**NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.**

## COMMITMENT FOR TITLE INSURANCE T-7

### ISSUED BY

### *STEWART TITLE GUARANTY 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):

**Those recorded in/under Volume 9, Page 75 of the Map Records of Harris County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 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. **Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.**
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 **2020**, 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. 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.
  - b. Intentionally deleted.
  - c. Intentionally Deleted.
  - d. Intentionally Deleted
  - e. Intentionally deleted.
  - f. Sewer easement 5 feet wide across the rear portion of Lots 3 and 4 as shown on Plat, recorded in/under [Volume 9, Page 75](#) of the Map Records of Harris County, Texas, and as shown, in full or in part, on Survey prepared by Fred W. Lawton, Registered Professional Land Surveyor No. 2321, dated November 19, 2019, last revised September 3, 2020.
  - g. Easement 10 feet being 5 feet wide on each side of the centerline line of the common side property line of Lots 4 and 5 (South line of Lot 4, North Line of Lot 5) as shown on Plat, recorded in/under [Volume 9, Page 75](#) of the Map Records of Harris County, Texas, and as shown, in full or in part, on Survey prepared by Fred W. Lawton, Registered Professional Land Surveyor No. 2321, dated November 19, 2019, last revised September 3, 2020.
  - h. Easement 5 feet wide on south line of Lot 9 as shown on Plat, recorded in/under [Volume 9, Page 75](#) of the Map Records of Harris County, Texas, and as shown, in full or in part, on Survey prepared by Fred W. Lawton, Registered Professional Land Surveyor No. 2321, dated November 19, 2019, last revised September 3, 2020.
  - i. Ten (10) foot light and telephone easement running along the rear or western property lines as shown on Plat, together with an unobstructed aerial easement 20 feet above the ground, located adjacent thereto, recorded in/under [Volume 9, Page 75](#) of the Map Records of Harris County, Texas, and as shown, in full or in part, on Survey prepared by Fred W. Lawton, Registered Professional Land Surveyor No. 2321, dated November 19, 2019, last revised September 3, 2020.
  - j. Intentionally deleted.
  - k. Intentionally deleted.
  - l. Intentionally deleted.
  - m. Intentionally deleted.
  - n. Intentionally deleted.

- o. Intentionally deleted.**
- p. Intentionally deleted.**
- q. Intentionally deleted.**
- r. Intentionally deleted.**
- s. Intentionally deleted.**
- t. Intentionally deleted.**
- u. Intentionally deleted.**
- v. Intentionally deleted.**
- w. Rules and regulations of the Greater Southeast Management District as set out in instrument, recorded in/under County Clerk's File No. [V719973](#), Real Property Records of Harris County, Texas, together with any and all amendments thereto.**
- x. Intentionally deleted.**
- y. Subject to City of Houston ordinance H85-1878 recorded under Clerk's File No. [N253886](#), Real Property Records, Harris County, Texas.**
- z. A 20 foot building line along the front of all lots as shown on plat recorded in Volume 9, Page 75, Map Records, Harris County, Texas, and as shown, in full or in part, on Survey prepared by Fred W. Lawton, Registered Professional Land Surveyor No. 2321, dated November 19, 2019, last revised September 3, 2020. Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.**
- aa. Guy wire, service pole, and power poles, as shown on Survey prepared by Fred W. Lawton, Registered Professional Land Surveyor No. 2321, dated November 19, 2019, last revised September 3, 2020. Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.**
- bb. No liability is assumed by virtue of variations between the fence lines and subject property lines, as shown on Survey prepared by Fred W. Lawton, Registered Professional Land Surveyor No. 2321, dated November 19, 2019, last revised September 3, 2020. Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.**
- cc. 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

- dd.**      **exception under Schedule B, or any printed provision of this policy.(Loan Policy Only)**  
**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 \$4,046,212.00. 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 any printed provision of this policy. (Owners Policy Only)**
- ee.**      **Section 14 of the Conditions of this Policy is hereby deleted.**

## COMMITMENT FOR TITLE INSURANCE T-7

### ISSUED BY

### *STEWART TITLE GUARANTY 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. **Vendor's Lien in Deed from Cris Orzabal to Asian Pacific Finance, LLC, dated April 21, 2017, filed May 24, 2017, recorded in Clerk's File No. [2017-227431](#), Real Property Records, Harris County, Texas, securing Asian Pacific Finance, LLC in the payment of a note in the principal sum of \$1,000,000.00; said Note being additionally secured by Deed of Trust executed by Asian Pacific Texas, LLC, to Stephen Buttram, Trustee, recorded in Clerk's File No. [2017-227432](#), Real Property Records, Harris County, Texas; and all terms and provisions contained therein, including, but not limited to, any additional indebtedness secured by said instrument.**
6. **Company requires submission of a copy of the Articles of Organization, and all amendments and supplements thereto, together with proof of registration with the State, and compliance therewith as to person(s) authorized to act on behalf of Asian Pacific Texas, LLC.**
7. **Company will require the Seller(s) and/or Borrower(s) execute an Affidavit of Debts, Liens and Third Party Interests.**
8. **Secure and record a Notice of Restrictions as set out by the Terms, conditions and provisions of that Ordinance #89-1312 of the City of Houston, a certified copy of which is recorded in cc# [M337573](#), Real Property Records, Harris County, Texas, which provides that sellers advise purchasers of the restrictions outstanding against the purchase property.**
9. **Property is located in the Greater Southeast Management District. Seller and purchaser must execute, acknowledge and we must record a statutory notice required pursuant to Section 49.452 of the Texas Water Code. Company requires that all assessments be paid current to date of closing.**

10. Title vested by virtue of Warranty Deed with Vendor's Lien, recorded in Clerk's File No. [2017-227431](#), Real Property Records of Harris County, Texas.
11. The following note is for informational purposes only: The following deed(s) affecting said land were recorded within the last 24 months of the date of the commitment:  
Special Warranty Deed, recorded in Clerk's File No. 2017-174731; and Warranty Deed with Vendor's Lien, recorded in Clerk's File No. 2017-227431.

**COMMITMENT FOR TITLE INSURANCE T-7**

**SCHEDULE D**

GF No. 19-397049-BW

Effective Date: **August 25, 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:

- The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

**Stewart Title Guaranty Company**

Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation - 100%

The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President-Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Regional Underwriting Counsel-Southwestern, Senior Underwriting Counsel.

- The issuing Title Insurance Agent, **Capital Title of Texas, LLC**, is a limited liability corporation whose shareholders owning or controlling one (1%) percent of said corporation, directors, and officers are listed below:

**Shareholders:**

Title Acquisition Associates LLC - 95%

Shaddock American Title - 5%

**Directors:**

William C. Shaddock

**Officers:**

William C. Shaddock, President and CEO; Laura Dawn Neill, Vice President- Agency; Tracy Robirds-McMahon, Vice President- Operations; Jason Schnell, Vice President- Chief Information Officer; Tracy Monts-Curtis, Vice President- Residential Business Development; Russell Conner, Vice President- Plant Manager and Chief Compliance Officer; Patrick McMillan, Vice President- Chief Financial Officer.

- 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	<b>\$90,167.00</b>
Loan Policy	<b>\$0.00</b>
Endorsement Charges	<b>\$42,469.80</b>
Other	<b>\$4,135.30</b>
Total	<b>\$136,772.10</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:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
<b>70.00%</b>	<b>Buttram &amp; Associates</b>	<b>Closing Services</b>

" \*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) 729-1900 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."

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SIGNATURE

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DATE



## WHAT DOES CAPITAL TITLE OF TEXAS, LLC DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Capital Title of Texas, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Capital Title of Texas, LLC need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often does Capital Title of Texas, LLC Notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Capital Title of Texas, LLC protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How does Capital Title of Texas, LLC collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Capital Title of Texas, LLC, 2400 Dallas Parkway, Suite 560, Plano, Texas 75093

# Stewart Title Guaranty Company Privacy Notice

## Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate.

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES

K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES
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Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities



In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers  
Category B: California Customer Records personal information categories  
Category C: Protected classification characteristics under California or federal law  
Category D: Commercial Information  
Category E: Biometric Information  
Category F: Internet or other similar network activity  
Category G: Geolocation data  
Category H: Sensory data  
Category I: Professional or employment-related information  
Category J: Non-public education information  
Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

#### **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

#### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

#### Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270

- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

#### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE TO PARTIES**

(Pursuant to 24CFR3500, Appendix "D")

To:           Buyer/Borrower:   Gala at MacGregor, LP  
  102 Carson Ct  
  Houston, TX 77004

                  Seller:           Asian Pacific Texas, LLC  
  5023 Washington Avenue  
  Houston, TX 77007

From:        Capital Title of Texas, LLC

Property:

BEING A PART OF LOT THREE (3) AND ALL OF LOTS 4, 5, 6, 7, 8, AND 9 IN BLOCK THIRTY-SIX (36) OF RIVERSIDE TERRACE, SECTION SIX (6), AN ADDITION TO THE CITY OF HOUSTON IN HARRIS COUNTY, TEXAS, ACCORDING TO THE AMENDED PLAT THEREOF RECORDED IN VOLUME 9, PAGE 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; BEING MORE FULLY DESCRIBED AS FOLLOWS: (BASIS BEARING IS THE WEST RIGHT-OF-WAY LINE OF CARSON COURT, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288, BEING SOUTH 01 DEGREES 38 MINUTES 37 SECONDS WEST);

BEGINNING AT A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" FOUND IN THE WEST RIGHT-OF-WAY LINE OF CARSON COURT (AKA STATE HIGHWAY 288), BASED ON A WIDTH OF 60.00 FEET, SAID POINT BEING THE NORTHEAST CORNER OF LOT TEN (10) AND SOUTHEAST CORNER OF LOT NINE (9), BLOCK THIRTY-SIX (36) OF RIVERSIDE TERRACE, SECTION SIX (6);

THENCE NORTH 88 DEGREES 21 MINUTES 23 SECONDS WEST, ALONG THE COMMON LINE OF LOTS 9 AND 10 A DISTANCE OF 165.87 FEET TO A POINT FOR CORNER IN THE CENTER LINE OF THE OLD CHANNEL OF BRAYS BAYOU, SAME BEING THE EAST LINE OF RESERVE "A", BLOCK 1, FIFTY NINE-TWENTY FIVE ALMEDA, ACCORDING TO THE PLAT RECORDED IN FILM CODE NO. 581125 OF THE HARRIS COUNTY MAP RECORDS, SAID POINT BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE ALONG THE CENTER LINE OF OLD CHANNEL OF BRAYS BAYOU, SAME BEING THE EAST LINE OF SAID RESERVE "A" THE FOLLOWING SEVEN (7) CALLS AND DISTANCES:

NORTH 03 DEGREES 08 MINUTES 50 SECONDS EAST, A DISTANCE OF 44.45 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 51 MINUTES 32 SECONDS EAST, A DISTANCE OF 155.53 FEET TO A POINT FOR CORNER;

NORTH 06 DEGREES 20 MINUTES 25 SECONDS WEST, A DISTANCE OF 23.06 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 09 MINUTES 16 SECONDS WEST, A DISTANCE OF 45.26 FEET TO A POINT FOR CORNER;

NORTH 36 DEGREES 19 MINUTES 01 SECONDS WEST, A DISTANCE OF 33.67 FEET TO

A POINT FOR CORNER;

NORTH 47 DEGREES 24 MINUTES 49 SECONDS WEST, A DISTANCE OF 27.70 FEET TO A POINT FOR CORNER;

NORTH 49 DEGREES 57 MINUTES 01 SECONDS WEST, A DISTANCE OF 1.85 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 68 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 190.31 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS SOUTH 88 DEGREES 00 MINUTES WEST, 0.74 FEET, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF CARSON COURT (AKA STATE HIGHWAY 288) AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE IN A SOUTHERLY DIRECTION ALONG A CURVE TO THE RIGHT BEING THE WEST RIGHT-OF-WAY LINE OF CARSON COURT (AKA STATE HIGHWAY 288), HAVING A RADIUS OF 242.55 FEET, A CENTRAL ANGLE OF 17 DEGREES 18 MINUTES 15 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 07 DEGREES 00 MINUTES 30 SECONDS EAST, 72.98 FEET AND AN ARC LENGTH OF 73.25 FEET TO A 5/8 INCH IRON ROD FOUND FOR A POINT OF TANGENCY;

THENCE SOUTH 01 DEGREES 38 MINUTES 37 SECONDS WEST, CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF CARSON COURT (AKA STATE HIGHWAY 288) A DISTANCE OF 307.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.1958 ACRES (52,087 SQUARE FEET) OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

Date: September 8, 2020

This is to give you notice that CAPITAL TITLE OF TEXAS, LLC ("CTOT"), has a business relationship with PREMIER SURVEYING, LLC, WILLOWBEND MORTGAGE, WILLOW BEND COMMERCIAL CAPITAL, SHADDOCK & ASSOCIATES, PC, CAPITAL NATIONAL FINANCIAL, INC. CAMBRIDGE INSURANCE AGENCY, LLC, UNITED TAX SERVICE, SAFEPOINT SECURITY, LLC, TEXAS CAPITAL TITLE, LLC, UNITED E-RECORDING, LLC, MINT TITLE, LLC (\*as to assets only) and SOUTHWEST TITLE COMPANY (referred to collectively as "ENTITIES"), 2400 N. Dallas Parkway, Suite 560, Plano, Texas 75287, (972) 682-2719. CTOT routinely obtains Surveys, Tax Certificates, Insurance and e-Recording Services from the above entities; the charge for these settlement services is paid by the parties to the transaction; that charge is collected by CTOT at closing and paid by CTOT to United. The owner of the above entities is William C. Shaddock, who, in addition to being indirectly involved with CTOT as an owner, is also its President, CEO and a Director. Because of this relationship, the referral of business to the above entities by CTOT may provide CTOT with a financial or other benefit.

Notice is also given that CTOT has a business relationship with First National Title Insurance Company ("FNTI"), which is a title insurance underwriting company. The owner of CTOT is also the owner of FNTI. Because of this relationship, the referral of business to FNTI by CTOT may provide CTOT with financial or other benefit. The premium charges made by FNTI are in accordance with the premium rates promulgated by the Texas Department of Insurance.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition for the purchase, sale or refinance of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

United Tax Service, Inc.	Range of Estimated charges: \$	
	59.80-79.80	
United E-Recording, LLC	Range of Estimated charges	\$4.00 to 10.00 per recorded document
Premier Surveying, LLC	Range of Estimated charges	
Cambridge Insurance Agency, LLC		
Cambridge Insurance Agency, LLC		
Willowbend Mortgage		
Capital National Financial, Inc.		
Shaddock & Associates, PC		
SafePoint Security, LLC		
Willow Bend Commercial Capital		
Texas Capital Title, LLC		
Mint Title, LLC*		
Southwest Title Company		

# **CONSUMER** **ALERT!**

Don't Become a  
Victim of Wire Fraud!

## **BE AWARE:**

Did you know the real estate industry as a whole is seeing a significant rise in attempts to defraud consumers by hacking email accounts and providing instructions to wire funds to incorrect accounts?

## **BEST PRACTICES:**

Any party to a transaction that receives an email containing wiring instructions should call the sender to verbally verify the instructions before wiring funds. It is best that you contact the sender on a phone number that has been verified outside of the email in which the wiring instructions were received.



**1**

**Contact  
Capital Title**

**2**

**Verify Wiring  
Instructions**

**3**

**Wire Funds to  
Escrow Account**



**Capital Title**<sup>SM</sup>  
A Shaddock Company

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Capital Title of Texas, LLC- Buttram Washington  
5023 Washington Ave, Suite 200  
Houston, TX 77007  
Phone 713-522-7676

If you have difficulty sending funds to Capital please notify at .