


 First American Title™	Commitment for Title Insurance (T-7)
Commitment	ISSUED BY First American Title Insurance Company

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

We **FIRST AMERICAN 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.

First American Title Insurance Company



Dennis J. Gillmore
President



Jeffrey S. Robinson
Secretary

By: 

Authorized Countersignature

**Heritage Title Company
of Austin, Inc.**

401 Congress Avenue, Suite 1500
Austin, Texas 78701
512.505.5000 • 512.505.5024 fax
www.heritagetitleofaustin.com

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document

COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE A

Effective Date: **April 7, 2021, 8:00 AM**

GF No. **202101116**

Issued: **April 27, 2021, 11:08 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: **City of Austin**

- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

- (f) OTHER

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

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:

Urban Renewal Agency of the City of Austin, a Texas public, non-profit corporation (SUBJECT TO SCHEDULE C REQUIREMENT) (ALL TRACTS)

4. Legal description of land:

TRACT 1: The North 104.5 feet of Lot 62, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas, SAVE AND EXCEPT that 50 square feet of land conveyed to the City of Austin in [Volume 5413, Page 1441](#) of the Deed Records of Travis County, Texas, as more particularly described therein.

TRACT 2: The North 104.5 feet of Lot 61, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas.

TRACT 3: The North 104.5 feet of the East 33.33 feet of Lot 60, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas.

TRACT 4: The North 104.43 feet of the West 46.61 feet of Lot 59, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas.

TRACT 5: The South 105.27 feet of the West 44.88 feet of Lot 59, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas.

TRACT 6: The South 104.5 feet of Lot 60, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas.

TRACT 7: The South 104.5 feet of the East 56 feet of Lot 61, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas.

TRACT 8: The South 104.5 feet of the West 33.2 feet of Lot 62, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas.

TRACT 9: The North 104.5 feet of the West 33.33 feet of Lot 60, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas.

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

COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

DELETED

(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 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 **2021**, 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 (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2021 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. Sidewalk and public utility easement granted to the City of Austin, by instrument dated September 1, 1983, recorded in [Volume 8272, Page 600](#) of the Deed Records of Travis County, Texas. (TRACTS 3)
 - b. Sidewalk and public utility easement granted to the City of Austin, by instrument dated October 11, 1983, recorded in [Volume 8325, Page 451](#) of the Deed Records of Travis County, Texas. (TRACTS 2)
 - c. Sidewalk and public utility easement granted to the City of Austin, by instrument dated October 12, 1983, recorded in [Volume 8312, Page 687](#) of the Deed Records of Travis County, Texas. (TRACT 4)
 - d. Sidewalk and public utility easement granted to the City of Austin, by instrument dated October 21, 1983, recorded in [Volume 8312, Page 837](#) of the Deed Records of Travis County, Texas. (TRACT 9)
 - e. The terms, conditions and stipulations of that certain Ordinance No. 990114-G, recorded under Document No. [1999157295](#) and corrected under Document No. [2000078958](#), modified under Document No(s). [2002204815](#), [2003189506](#), [2005075165](#), [2008169755](#), [2012131153](#), [2012131154](#), [2013218245](#), [2013218246](#), [2013218247](#), [2018035914](#), and [2019013684](#), all of the Official Public Records of Travis County, Texas. (ALL TRACTS)
 - f. Sidewalk easement granted to the City of Austin, by instrument dated June 28, 2002, recorded under Document No. [2002129525](#) of the Deed Records of Travis County, Texas. (TRACT 9)
 - g. Any and all leases, recorded or unrecorded, with rights of tenants in possession.
 - h. Easements, or claims of easements, which are not recorded in the public records.
 - i. Rights of parties in possession. (Owner Policy Only)

COMMITMENT FOR TITLE INSURANCE

Issued By

First American 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, subcontractors, 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. **This Company must follow Procedure Rule P-27 as set out by the Department of Insurance in disbursing funds provided by the Assured and/or Insured on Schedule "A" of this Commitment. Good Funds shall be in possession of the title company prior to any disbursements. Good Funds shall be as defined in Rule P-27, and include cash or wire transfers, certified, cashier's or teller checks.**
6. **For each entity that will execute any document in connection with the proposed closing (AND any other entity executing said document on its behalf), this company must be furnished the following authority and existence documentation:**
 - (a) **Corporation - Certificate of Existence from the Secretary of State, Articles of Incorporation from the Secretary of State, and a properly executed Corporate Resolution (in recordable form) to support the proposed transaction.**
 - (b) **Limited Liability Company - Certificate of Existence from the Secretary of State, Articles of Organization from the Secretary of State, copy of Regulations (and any Amendments thereto), and Secretary's Certificate (in recordable form).**
 - (c) **General Partnership - copy of Partnership Agreement (and any Amendments thereto).**
 - (d) **Limited Partnership - Certificate of Limited Partnership from the Secretary of State, Certificate of Existence from the Secretary of State, copy of Limited Partnership Agreement (and any Amendments), and evidence of consent of limited partners (in recordable form), if required.**
 - (e) **Joint Venture - copy of Joint Venture Agreement (and any Amendments thereto).**

- (f) Trust - copy of the Trust Agreement (and any Amendments thereto) for review or, in the alternative, the Trustee must file a Certification of Trust in the real property records meeting all of the provisions of Section 114.086(a) and (c) of the Texas Property Code, and provide excerpts from the Trust Agreement sufficient to evidence authority of the Trustee to enter into this transaction.
7. Deed of Trust dated January 18, 2001, recorded under Document No. [2001014985](#) of the Official Public Records of Travis County, Texas, executed by Urban Renewal Agency of the City of Austin, a Texas urban renewal agency, to Jesus Garza, Trustee, and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby; securing the payment of one promissory note of even date in the principal amount of \$9,035,000.00, payable to Secretary of the United States Department of Housing and Urban Development. (TRACT 8)
8. Deed of Trust dated December 21, 2001, recorded under Document No. [2002029398](#) of the Official Public Records of Travis County, Texas, executed by Urban Renewal Agency of the City of Austin, a Texas urban renewal agency, to Jesus Garza, Trustee, and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby; securing the payment of one promissory note of even date in the principal amount of \$9,035,000.00, payable to Secretary of the United States Department of Housing and Urban Development. (TRACT 4)
9. Title vested is pursuant to that certain General Warranty Deed dated June 26, 2003, recorded under Document No. [2003221044](#) of the Official Public Records of Travis County, Texas wherein the City of Austin conveyed to Urban Renewal Agency of the City of Austin. However, the previous deed was dated September 30, 1994, and recorded under [Volume 12284, Page 1494](#) of the Real Property Records of Travis County, Texas, wherein Austin Housing Finance Corporation was conveyed the subject tract. Company finds no deed out of Austin Housing Finance Corporation to the City of Austin filed of record. Company requires a General Warranty Deed from Austin Housing Finance Corporation to the City of Austin be filed of record prior to closing. (TRACTS 1 AND 2)
10. General Warranty Deed (Document No. [2003221044](#)) incorrectly described Parcel #5 (0208061808) as being the South 104.5 feet of "Lot 50." Company requires a Correction Deed from City of Austin to Urban Renewal Agency of the City of Austin, correcting the legal description of Parcel #5 to describe the South 104.5 feet of Lot 60, GEORGE L. ROBERTSON SUBDIVISION of Outlot 55, Division B of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to the Plat recorded in [Volume Z, Page 599](#) of the Plat Records of Travis County, Texas. (TRACT 6)
11. Notice of Lien for work or improvements filed October 15, 1990 by Health Officer, City of Austin, recorded in [Volume 11293, Page 21](#) of the Real Property Records of Travis County, Texas, to secure payment of the sum of \$176.26, for cutting weeds, clearing and cleaning of the subject property. (TRACT 2)
12. Notice of Lien for work or improvements filed October 15, 1990 by Health Officer, City of Austin, recorded in [Volume 11293, Page 22](#) of the Real Property Records of Travis County, Texas, to secure payment of the sum of \$176.26, for cutting weeds, clearing and cleaning of the subject property. (TRACT 8)
13. Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.
14. NOTE: The last recorded deed to convey the subject property (or a portion thereof) is dated June 26, 2003, filed for record on September 17, 2003, recorded under Document No. [2003221044](#) of the Official Public Records of Travis County, Texas, executed by City of Austin to Urban Renewal Agency of the City of Austin, a Texas public non-profit corporation. (TRACTS 1, 2 3, 5, 6, 7, AND 9)
15. NOTE: The last recorded deed to convey the subject property (or a portion thereof) is dated December 21, 2001, filed for record on February 6, 2002, recorded under Document No. [2002024120](#) of the Official Public Records of Travis County, Texas, executed by George Richard Thomas to Urban Renewal Agency of the City of Austin, a Texas public non-profit corporation. (TRACT 4)

16. **NOTE:** The last recorded deed to convey the subject property (or a portion thereof) is dated January 24, 2001, filed for record on January 30, 2001, recorded under Document No. [2001014984](#) of the Official Public Records of Travis County, Texas, executed by Karin Mays Harris, a single woman, and Ruben Padilla Chavira and Pamela Gaile Mays Chavira, husband and wife, to Urban Renewal Agency of the City of Austin, a Texas public non-profit corporation. (TRACT 8)
17. Company must be furnished a satisfactory Affidavit of Debts and Liens executed by Seller(s).
18. Company must be furnished a satisfactory Waiver of Inspection executed by Purchaser(s).
19. **THIS COMMITMENT MUST BE UPDATED PRIOR TO CLOSING AND FUNDING.**

NOTICE: 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 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. **APPLIES TO LOAN POLICY ONLY.**

COMMITMENT FOR TITLE INSURANCE**SCHEDULE D**

GF No. 202101116

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. **UNDERWRITER:** First American Title Insurance Company, a Nebraska Corporation.
 Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.
 Directors: Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton, Ellen C. Albrecht
 Officers: President, Chief Executive Officer: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Mark E. Seaton

2. The issuing Title Insurance Agent, Heritage Title Company of Austin, Inc., is a corporation whose shareholders owning or controlling, directly or indirectly, 1% or more of said corporation (or owning or controlling 10% or more of any entity that owns 1% or more of the Agent), directors, and officers are listed below:
 Owners of 10% or more: Gary S. Farmer, Douglas J. Dwyer Family Trust and Laura A. Beuerlein
 Board of Directors: Gary S. Farmer, Jan Cox Dwyer and Laura A. Beuerlein
 Officers: Gary S. Farmer, President; Laura A. Beuerlein, Executive Vice President/Treasurer; Brenda K. Hindsman, Executive Vice President/Secretary; Vicki Zamorsky, Senior Vice President/Operations Manager; John Bruce, Executive Vice President; Amy Fisher, Senior Vice President; Deedee King, Senior Vice President; Daniel R. Elkins, Jr., Senior Vice President/Plant Manager; Vicki Zamorsky, Senior Vice President - Operations; Mary Metz, Senior Vice President; Stacey Dunn, Senior Vice President/Residential Escrow Manager; Lea Holubec, Senior Vice President; Cari Ezell, Senior Vice President.

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	\$328.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$328.00

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>
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

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

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>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.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>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 enterderlo completamente antes de la fecha para finalizar su transacción.</p>
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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 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



First American Title™

Important Notice

ISSUED BY

First American Title Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

[Add line space]

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

1-888-632-1642

You may also write to First American Title Insurance Company at:

**1 First American Way
Santa Ana, California 92707**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

[Add line space]

Para obtener información o para presentar una queja:

[Add line space]

Usted puede llamar al número de teléfono gratuito de First American Title Insurance Company's para información o para presentar una queja al:

1-888-632-1642

Usted también puede escribir a First American Title Insurance Company:

**1 First American Way
Santa Ana, California 92707**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro con una reclamación, usted debe comunicarse con el First American Title Insurance Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](#) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



AUSTIN, TEXAS

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information-particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.