



**COMMITMENT FOR TITLE INSURANCE**

**Issued by**

**American Title Company of Houston**

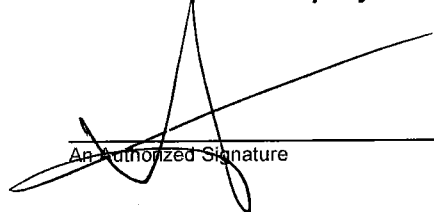
**File Number 3055920-02581**

We, Title Resources 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.

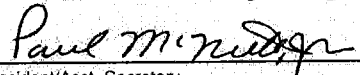
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

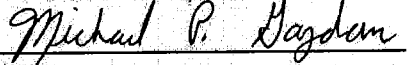
**American Title Company of Houston**

  
An Authorized Signature



**Title Resources Guaranty Company**

By:   
Vice President/Asst. Secretary

  
Secretary

## 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 entenderlo 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 1-800-526-8018 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.



### IMPORTANT NOTICE

To obtain information or make a complaint:

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

**1-800-526-8018**

You may also write to Title Resources Guaranty Company at:

Attention: Claims Department  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

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: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **PREMIUM OR CLAIM DISPUTES:**

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

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

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

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Title Resources Guaranty Company's para obtener información o para presentar una queja al:

**1-800-526-8018**

Usted también puede escribir a Title Resources Guaranty Company:

Attention: Claims Department  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

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: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía 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.

# Title Resources Guaranty Company

## SCHEDULE A

GF No. **3055920-02581**

Address *(for reference only)*: W Dallas St

Effective Date: June 21, 2020, 8:00 a.m.

Issue Date: June 27, 2020

1. The policy or policies to be issued are:

(a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)

Policy Amount: \$

**PROPOSED INSURED:**

(b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE

– ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$230,000.00

**PROPOSED INSURED:** TBD

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

Policy Amount: \$220,000.00

**PROPOSED INSURED:** To Be Determined

Proposed Borrower: TBD

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

Policy Amount: \$

**PROPOSED INSURED:**

Proposed Borrower:

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

Binder Amount: \$

**PROPOSED INSURED:**

Proposed Borrower:

(f) OTHER

Policy Amount: \$

**PROPOSED INSURED:**

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

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Lucia Pena De Maldonado

4. Legal description of land:

A TRACT OR PARCEL OF LAND KNOWN AS LOTS 7 AND 8 IN BLOCK 306 OF MAGNOLIA PLACE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN TRACT 2 OF A DEED FROM DOROTHY E. SOR RELLS TO ROY L. PERRY DATED AUGUST 30, 1943 AND RECORDED IN VOLUME 213, PAGE 48 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

**(SUBJECT TO CHANGE UPON REVIEW OF SURVEY)**

## 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):

ITEM 1 OF SCHEDULE B IS HEREBY DELETED IN ITS ENTIRETY.

But deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) Relates to handicap but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 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 2020 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply

to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - A. Rights of Parties in possession. (OWNER POLICY ONLY)
  - B. Subject to any and all visible and or apparent easements over, under or across subject property, which a survey or physical inspection may disclose.
  - C. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
  - D. 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.
  - E. Any and all unrecorded leases and/or rental agreements, with rights of tenants in possession.
  - F. "Lack of a right of access to and from the Land. Covered Risk number 4 is hereby deleted." (As To the Owner Policy) (Form T-1)
  - G. "Lack of a right of access to and from the land. Covered Risk number 4 is hereby deleted." (As To the Mortgagee Policy)
  - H. "Lack of a right of access to and from the Land. Company deletes the insurance of access under Covered Title Risks." (As To the Residential Owner Policy) (Form T-1R).
  - I. Any and all unrecorded leases and/or rental agreements with rights of tenants in possession
  - J. Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not.

## SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. NOTE: Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.
6. NOTE: You should understand that the Title Agent and Title Company have no knowledge of the condition of this property and it is the buyer's sole responsibility to determine same before closing.
7. Note: We find no outstanding mortgage liens of record affecting the subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness, which could give rise to any security interest in the subject property.
8. Determine the marital status of the record owner(s) from the date of acquisition to the present. If the record owner(s) is/are married the joiner of spouse must be secured if the subject property constitutes any part of their homestead or community property. If there has been a change in the marital status subsequent to date of acquisition you must satisfy yourself to the effect that there is no outstanding interest. Note: please advise examiner of the full name of the spouse so that a name search can be procured.
9. The purchaser in this transaction has not been checked for United States Judgment Liens and/or Notice of Lien for Fine.
10. We are to be furnished with a survey showing a plat which matches the furnished metes and bounds description of the subject property made by a licensed public surveyor of the State of Texas suitable to this title company. When same is submitted, it is to be shown to the examiner for inspection and approval.
11. Vesting deed is out of a foreclosure. Title Company declines to insure a sale of the property unless an inspection of the premises evidences that the foreclosed prior owners have vacated the premises, Or



the current vested owner/agent provides a sworn affidavit that the prior owner left or was removed from the premises.

12. If this is a residential property, upon lender's request and payment of the \$15.00 premium, company will issue a Texas Residential Limited Coverage Chain of Title Policy (T-53) covering a period of 24 months, showing the following documents filed of record: None Found

NOTE to SELLER and BUYER: Title Agent will not automatically send a copy of the restrictive covenants and other documents that appear as exceptions to coverage (the "Exception Documents") in this Commitment. If you want Title Agent to send Exception Documents, you must make a written request. The request must identify the specific documents you want and tell us where to send and how to send them. After receipt of your written request, Title Agent will use reasonable efforts to comply with it.

NOTE TO CLOSER: Title is vested as shown above by Deed under Re-sale Pursuant to Texas Code 34.05 dated January 5, 2018 filed for record January 11, 2018 under Fort Bend County Clerk's File No. 2018004053.

**American Title Company of Houston**

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Authorized Officer or Agent

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

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## SCHEDULE D

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	\$100.00
Endorsement Charges	\$141.4
Other	\$0.00
<b>Total</b>	<b>\$569.4</b>

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

AMOUNT OR PERCENT	TO WHOM	FOR SERVICES
< -Amount and Percent>	< -Enter fee atty/OOC name>	< -enter service>
< -Amount and Percent>	< -Enter fee atty/OOC name>	< -enter service>

\*The estimated premium is based upon information furnished us as 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.

The following disclosures are made by the Title Insurance Agent issuing this Commitment. The name of the insurance agent issuing this commitment is Secured Land Transfers LLC dba American Title Company of Houston:

- (a) A listing of each shareholder, owner, partner or other person having, owning or controlling (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

**Owners:** TRG Maryland Holdings LLC

- (b) A listing of each shareholder, owner, partner or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

**Owners:** Title Resource Group LLC

- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

**DIRECTORS**

Donald J. Casey, Donald W. Evans, Jr., Thomas N. Rispoli, Marilyn J. Wasser, J. Scott McCall;

**OFFICERS**

Scott Storck, President; Donald J. Casey, Chief Executive Officer; Sriram Someshwara, Senior Vice President and Chief Financial Officer; Michael P. Gozdan, Senior Vice President and Secretary; Marilyn J. Wasser, Executive Vice President and Assistant Secretary; Donald W. Evans, Jr., Senior Vice President; Robert Fitzpatrick, Senior Vice President; Lynette K. Gladdis, Senior Vice President and Assistant Secretary; Timothy B. Gustavson, Senior Vice President; Deborah Higgins, Senior Vice President; Thomas N. Rispoli, Senior Vice President and Assistant Secretary; Seth I. Truwit, Senior Vice President and Assistant Secretary; Walter

Patrick Mullen, Senior Vice President; Brian Alan Pitman, Vice President

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
- (e) For purposes of this paragraph, "having, owning or controlling" includes the right to receipt of a percentage of the net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

The issuing Title Insurance Company, Title Resources Guaranty Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Title Resource Group LLC.

Directors: Donald J. Casey, Michael P. Gozdan, Sriram Someshwara, J. Scott McCall, Thomas N. Rispoli, Donald W. Evans, Jr., Marilyn J. Wasser

Officers: J. Scott McCall-President/CEO, E. Paul McNutt, Jr-EVP, Michael P. Gozdan- Secretary, Charlotte C. Simonelli -Treasurer

# Title Resources Guaranty Company

## DELETION OF ARBITRATION PROVISION (Not applicable to the Texas Residential Owner 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 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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF TITLE AGENT

3055920-02581  
GF NUMBER OR FILE NUMBER

<b>FACTS</b>	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Title Resources Guaranty Company chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>	

<b>Who we are</b>	
<b>Who is providing this notice?</b>	TITLE RESOURCES GUARANTY COMPANY
<b>What we do</b>	
<b>How does TITLE RESOURCES GUARANTY COMPANY 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 safeguards and secured files and buildings.
<b>How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>
<b>Other Important Information</b>	
<b>For European Union Customers</b>	<p>Please see our Privacy Policy located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a></p>
<b>For our California Customers</b>	<p>Please see our notice about the California Consumer Protection Act located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a></p>



**FACTS**

WHAT DOES American Title Company of Houston DO WITH YOUR PERSONAL INFORMATION?

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and credit card or other debt
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Title Company of Houston chooses to share; and whether you can limit this sharing.

**Reasons we can share your personal information**

**Does American Title Company of Houston share?**

**Can you limit this sharing?**

For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus

Yes

No

For our marketing purposes- to offer our products and services to you

No

We don't share

For joint marketing with other financial companies

No

We don't share

For our affiliates' everyday business purposes- information about your transactions and experiences

Yes

No

For our affiliates' everyday business purposes- information about your creditworthiness

No

We don't share

For our affiliates to market to you

No

We don't share

For nonaffiliates to market to you

No

We don't share

**Questions?**

<https://www.americantitlehouston.com/>



<b>Who we are</b>	
<b>Who is providing this notice?</b>	American Title Company of Houston
<b>What we do</b>	
<b>How does American Title Company of Houston 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 safeguards and secured files and buildings.
<b>How does American Title Company of Houston collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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<b>For our California Customers</b>	Please see our notice about the California Consumer Protection Act located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer  
 From: American Title Company of Houston  
 GF Number: 3055920-02581

Property: W Dallas St

A TRACT OR PARCEL OF LAND KNOWN AS LOTS 7 AND 8 IN BLOCK 306 OF MAGNOLIA PLACE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN TRACT 2 OF A DEED FROM DOROTHY E. SOR RELLS TO ROY L. PERRY DATED AUGUST 30, 1943 AND RECORDED IN VOLUME 213, PAGE 48 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

**(SUBJECT TO CHANGE UPON REVIEW OF SURVEY)**

Date: \_\_\_\_\_

Thank you for contacting American Title Company of Houston (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company and Processing Solutions, which is a tax certificate provider. The owner of Agent is also the owner of both Title Resources Guaranty Company and Processing Solutions. Because of this relationship, this referral of business to the companies below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the companies below in connection with the provision of the services. THERE ARE FREQUENTLY OTHER COMPANIES 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.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Title Resources Guaranty Company ("TRGC")	Title insurance premium	Title Insurance premium between \$8.75 and \$6.34 per thousand dollars of policy coverage*  *This range of charges covers, as an example, policies from \$100,000 to \$400,000, however the cost to you will differ depending on the policy amount.
Processing Solutions	Provision of Tax certificate	\$65-\$100 per certificate

### ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
 Name Date Name Date

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

## Important Notice

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

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

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

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

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

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

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

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

TDI 09/01/10

## **CONSENT TO ELECTRONIC COMMUNICATIONS**

By opening the documents attached to the email which contains this Consent to Electronic Communications, you consent to receive disclosures from us (which includes our agents and service providers) electronically by email under the terms of this Consent to Electronic Communications. By consenting to the electronic delivery of disclosures, you agree that we may provide electronically any and all communications related to your real estate transaction, your mortgage, title insurance, our privacy policy, and any further disclosures required by federal or state law (the "Disclosures").

The Disclosures may include disclosures pursuant to: (1) the federal Equal Credit Opportunity Act and Regulation B; (2) the federal Fair Credit Reporting Act; (3) the federal Truth in Lending Act and Regulation Z; (4) the federal Electronic Funds Transfer Act and Regulation E; (5) the Real Estate Settlement Procedures Act; (6) the federal Gramm-Leach-Bliley Act; (7) the federal Telephone Consumer Protection Act; and (8) any other applicable federal, state or local law or regulation. Your consent applies not only to the Disclosures, but also to ancillary communications related to the Disclosures.

To electronically receive and view and electronically save or print the Disclosures, you must have: (1) a personal computing device with Internet access; (2) a widely-used, recent-generation web browser (for example, Internet Explorer, Safari, or Firefox); (3) a widely-used, recent-generation portable document file reader; (4) an email address; and (5) either a printer, hard drive, or other storage device. You understand that Disclosures may be sent to you by emails containing attachments in .pdf format or links to documents. You should make sure that any spam filter you use is set to allow receipt of messages from us. If the information you have supplied us for contacting you electronically changes, please notify us of your new contact information by replying to the email from which you received this Consent. You represent that you have the hardware, software, email address, and email capacities described above.

You may withdraw your consent to receipt of electronic disclosures at any time. However, if you do this, you may not be able to do business with us electronically. You can withdraw your consent to receipt of electronic disclosures by replying to the email from which you received this Consent. Include your name, address of the property being sold, purchased or refinanced together with the GF or file number, in any such request. If you do this, you may not be able to do business with us on a going forward basis electronically, but this will not affect any Disclosures provided to you electronically prior to your withdrawal. You have the option to receive any information that we have provided electronically in paper form at no cost to you. To obtain a paper copy, please contact us by replying to the email from which you received this Consent.