

**COMMITMENT FOR TITLE INSURANCE**

Issued by



**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 B and 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*

BY  PRESIDENT

ATTEST  SECRETARY



TEXAS COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **March 07, 2010**

GF No. **NCS-432319-HOU1**

Commitment No. **NCS-432319-HOU1** issued **March 12, 2010**

- 1. The policy or policies to be issued are:
  - (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: \$  
PROPOSED INSURED:
  - (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
  - (c) MORTGAGEE POLICY OF TITLE INSURANCE (FORM T-2)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
  - (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount \$  
PROPOSED INSURED:  
Proposed Borrower:
  - (e) MORTGAGEE 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:

**William F. Perkins, the Liquidating Trustee of the Estate of Twentieth Century Land Corporation in Chapter 11 Bankruptcy Case No. 08-83029-JAC-11, United States Bankruptcy Court, Northern District of Alabama, Northern Division**

4. Legal description of land:

Tract I: Northern

8.3527 Acres of land located in the D Hacker Survey, Abstract No. 1314, Harris County, Texas and also being all of Restricted Reserve "B" Landmark Center North, a subdivision per map or plat thereof recorded in Volume 340, Page 32 of the Map Records of Harris County Texas.

Tract II: Southern

Being a 15.1748 acres of land located in the D. Hacker Survey, Abstract No. 1314, Harris County, Texas and also being all of Restricted Reserve "A" Landmark Center North, a subdivision per map or plat thereof

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recorded in Volume 340, Page 32 of the Map Records of Harris County, Texas as conveyed to Twentieth Century Land Corporation as per an instrument recorded under County Clerk's File No. K 230431 (Film Code No. 027-76-1491) of the Official Public Records of Real Property of Harris County, Texas; that tract conveyed to Twentieth Century Land Corporation as per on instrument recorded under County Clerk's File No. S 493676 (Film Code No. 513-43-0821) of the Official Public Records of Real Property of Harris County, Texas; and that tract also conveyed to Twentieth Century Land Corporation as per an instrument recorded under County Clerk's File No. U 788952 (Film Code No. 536-35-0856) of the Official Public Records of Real Property of Harris County, Texas; said 15.1748 acres of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod set for the northeast corner of the herein described tract, same also being at the intersection of the west right-of-way line of Interstate Highway 45, based on a width of 300 feet, and the south right-of-way line of Hidden Valley Drive, based on a width of 60 feet;

Thence South 02° 38' 50" East, along the said west right-of-way line, same being the east line of the herein described tract, a distance of 1,340.08 feet to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

Thence South 88° 49' 52" West, along the south line of the herein described tract, a distance of 497.34 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract, same being in the east line of Lot 933, Block 44 of Hidden Valley Subdivision, Section Seven, a subdivision per map or plat thereof recorded in Volume 165, Page 78 of the said Map Records;

Thence North 02° 10' 08" East, along the west line of the herein described tract, same being the east line of Lots 933 through 930 and Lots 170 through 163 of Block 44 of Hidden Valley Subdivision, Section One, a subdivision per map or plat thereof recorded in Volume 53, Page 56 of the said Map Records, the east end and of Rainy River Drive, based on a width of 60 feet, and Lots 78, 73, 72, 71, 70 and 69 of Block 29 of said Section One, a distance of 1,348.71 feet to a 5/8 inch iron rod found in the said south right-of-way of Hidden Valley Drive same being the northeast corner of said Lot 69, and the northwest corner of the herein described tract;

Thence North 87° 49' 52" East along the said south right-of-way line, same being the north line of the herein described tract a distance of 486.08 feet to the Place of Beginning containing 15.1748 acres (861.013 square feet) of land.

## SCHEDULE B

Commitment No. **NCS-432319-HOU1**

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### 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):

Restrictions set forth on plat recorded in Volume 340, Page 32 of the Map Records and Restrictions contained in instruments recorded in Volume 3083, Page 124, and Volume 3248, Page 29, both of the Deed Records of Harris County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. (As to Tracts I and II)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only.)
4. Any 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 Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2010, 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 Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2010 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

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8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. Rights of parties in possession. (Owner Title Policy Only)
  - b. Building set-back line 25 feet in width along the most easterly property line(s), as shown by the recorded plat of said subdivision. (As to both Reserves)
  - c. Building set-back line 10 feet in width along the north property line(s), as shown by the recorded plat of said subdivision. (As to Reserve "A")
  - d. Building set-back line 10 feet in width along the south property line(s), as shown by the recorded plat of said subdivision. (As to Reserve "B")
  - e. Houston Lighting & Power Company easement 10 feet in width together with an aerial easement, an granted in instrument recorded in Volume 3222, Page 256 of the Deed Records of Harris County, Texas, and located along the south line of Reserve "A" as reflected on the map recorded in Volume 340, Page 32 of the Map Records of Harris County, Texas.
  - f. Drainage easement 15 feet in width on each side of the center lines of all natural drainage courses as shown by the recorded plat of said subdivision. (Owner Policy Only)
  - g. Utility easement 10 feet in width along the south property line, together with an aerial easement adjoining thereto, 5 feet wide from a plane 20 feet above the ground upward as shown by the recorded plat of said subdivision. (As to Reserve "A")
  - h. Easement 10 feet wide at and below normal ground level and extending upward to a plane 20 feet above the ground level, as granted to Houston Lighting & Power Company by instrument recorded in Volume 8342, Page 128 (D282726) of the Deed Records of Harris County, Texas, and being further defined on sketch attached thereto and located along the west line of Reserve "A" as reflected on the map recorded in Volume 340, Page 32 of the Map Records of Harris County, Texas.
  - i. The Company by this policy does not insure against the exercise of power of any competent governmental authority to limit, control or deny access, ingress, egress, to the above described property from U.S. Interstate Highway No. 45 or service road which the property abutts: nor does it insure that the insured has or shall continue to have access, ingress and egress from such property to and from such property to and from such freeway and service road. (As to Both Tracts)
  - j. A 1/8th non-participating Royalty interest in all oil, gas and other minerals as set forth by instrument (s) recorded in Volume 3083, Page 124 of the Deed Records of Harris County, Texas. (Title to said interest not checked subsequent to the date of reservation) (As to all of Reserve "A" and a portion of Reserve "B")

- k. A 1/4th non-participating Royalty interest in all oil, gas and other minerals as set forth by instrument (s) filed for record under Harris County Clerk's File No(s). K737068. (Title to said interest not checked subsequent to the date of reservation) (As to 6.00 acres out of Reserve "B")
- l. Easement containing 0.006 acre (280 square feet) of land, located at the northwest corner of Reserve "A", as granted to Southwestern Bell Telephone Company by instrument filed for record under Harris County Clerk's File No. V089457.
- m. All oil, gas and other minerals as set forth by instrument (s) filed for record under Harris County Clerk's File No.(s). L907604. (Surface rights waived) (Title to said interest not checked subsequent to the date of reservation) (As to a 0.6026 acre out of Tract II)
- n. Minute Order No. 60810 dated April 29, 1958, pertaining to access to the subject property from the frontage roads of Interstate Highway 45, a certified copy of said Order being recorded in Volume 7185, Page 456, (C706540) Deed Records of Harris County, Texas. (As to Both Tracts)
- o. Any and all unrecorded leases and/or rental agreements, with rights of tenants in possession, including but not limited to that lease assigned to Twentieth Century Land Corporation by document filed under Harris County Clerk's File No. S568457. (As to a 0.6026 acre out of Tract II)
- p. An easement granted to Houston Lighting & Power Company, as set forth by instrument filed for record under County Clerk's File No(s). D498069, of the Official Public Records of Real Property of Harris County, Texas. (As to a 4.5588 acre out of Tract II)
- q. An unlocated pipeline(s) easement granted to United Gas Pipeline Company as set forth by instrument(s) recorded in Volume 1848, Page 233 of the Deed Records of Harris County, Texas. (As to a 4.5588 acre out of Tract II)
- r. A 1/16th Royalty interest in all oil, gas and other minerals, as set forth by instrument(s) recorded in Volume 2933, Page 317 of the Deed Records of Harris County, Texas. (Title to said interest not checked subsequent to the date of reservation) (As to a 4.5588 acre out of Tract II)
- s. Right-of-Way and gas pipe line easement executed by Southern Land Development Co. to United Gas Corporation, dated September 9, 1958, recorded under Harris County Clerk's File No. 37275A, Volume 3562, Page 139 of the Deed Records of the Real Property Records of Harris County, Texas.
- t. Any and all unrecorded leases and/or rental agreements, with right of tenants in possession. (As to all Tracts)

## SCHEDULE C

Commitment No. **NCS-432319-HOU1**

GF No. **NCS-432319-HOU1**

Your policy will not cover loss, costs, attorney's 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. Deed of Trust and Assignment of Rents and Fixture Filing executed by Landmark North Freeway, Ltd. to David A. Karp, Trustee, dated December 23, 2002, filed December 23, 2002, recorded in/under Harris County Clerk's File No. W307413 of the Real Property Records of Harris County, Texas, securing Falcon Financial, L.L.C. dba Falcon Lending, L.L.C. in the payment of one note in the principal sum of Twenty Million (\$20,000,000.00), due and payable and bearing interest as therein provided; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.

Said note and lien being assigned to ABN Amro Bank, N.V. in instrument filed under Harris County Clerk's File No. W307414.

Said note and lien being further assigned to HSBC Bank USA, as Trustee for the Registered Holders of Falcon Auto Dealership Loan Trust 2003-1 Loan-Backed Bonds in instrument filed under Harris County Clerk's File No. W846948.

Assignment of Rents and Leases from Landmark North Freeway, Ltd. to Falcon Financial, LLC dba Falcon Lending, LLC in instrument filed under Harris County Clerk's File No. W307415.

Lender's interest in aforesaid Assignment of Rents and Leases transferred and assigned to ABN Amro Bank, N.V. in instrument filed under Harris County Clerk's File No. W307416.

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Said interest being further assigned to HSBC Bank USA, as Trustee for the Registered Holders of Falcon Auto Dealership Loan Trust 2003-1 Loan-Backed Bonds filed under Harris County Clerk's File No. W846947.

UCC-1 Financing Statement executed by Landmark North Freeway, Ltd. and Landmark Chevrolet, Ltd., Debtor, to Falcon Financial, LLC, Secured Party, filed December 16, 2002, recorded in/under Harris County Clerk's File No. W291104 of the Real Property Records of Harris County, Texas.

Secured party interest being assigned to ABN Amro Bank, N.V. filed under Harris County Clerk's File No. W356207.

Secured party interest being further assigned to Falcon Auto Dealership Loan Trust 2003-1 filed under Harris County Clerk's File No. W507084.

Aforesaid Financing Statement continued in instrument filed under Harris County Clerk's File No. 20070448385.

6. Mechanic's Lien by Affidavit executed by Overhead Door Company of Houston against Landmark Chevrolet, in the amount of Six Thousand Five Hundred Thirty and 44/100 (\$6,530.44), filed December 15, 2008, recorded in/under Clerk's File No. 20080598208 of the Real Property Records of Harris County, Texas.
7. Bankruptcy proceedings filed September 28, 2008 under Case Number 08-83029-JAC-11, Chapter 11, in the U.S. Bankruptcy Court Northern District of Alabama (Decatur) involving person(s) named Bill Heard Enterprises, Inc., et al, Twentieth Century Land Corporation, a copy of which was filed for record on March 4, 2009 under Harris County Clerk's File No. 20090089953.

Requirement: In connection with any sale, company requires evidence that the procedures set out in that certain Order approving the Sale of the Landmark Property free and clear of liens, claims, encumbrances and interests were followed.

8. **ARBITRATION:**  
The Owner Policy of Title Insurance (Form T-1), the Mortgagee Policy of Title Insurance Form (Form T-2), and the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) contain an arbitration provision. It allows the insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the Insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company.
9. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks.
10. In the event the transaction covered herein is a refinance transaction the borrower may be entitled to use a prior survey subject to title company requirements.

NOTE: In the event that the lien as shown on Schedule A is a conventional loan the following applies. In the Mortgagee Policy of Title Insurance to be issued, Schedule A, Item 1, shall read as follows: , 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 12(c) of the Conditions and Stipulations.

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**NOTICE:** Escrow Agent (i) has no liability on a check until the check has cleared; (ii) shall not be liable for any interest or other charge on the Earnest Money and shall be under no duty to invest or re-invest funds held by it at any time unless otherwise agreed in writing; and (iii) may not receive financial benefits from depository institutions based, in whole or in part, on the maintenance of escrow deposits which may or may not include the Earnest Money described herein.

# First American Title Insurance Company

## SCHEDULE D

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the State Board of Insurance:

1. **UNDERWRITER:** First American Title Insurance Company, a California corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of First American Title Insurance Company:  
Wholly owned subsidiary of The First American Financial Corporation, a public company.

Directors of First American Title Insurance Company:

Timothy V. Kemp; Dennis J. Gilmore; James Mark Harmsworth and Jeffrey S. Robinson

Officers of First American Title Insurance Company:

Chairman of the Board, Parker S. Kennedy; Vice Chairman, D.P. Kennedy; Vice Chairman, Gary L. Kermott; President, Dennis J. Gilmore; Executive Vice President, John N. Casbon; Senior Vice President & General Counsel, Timothy P. Sullivan; Vice President & Secretary, Timothy V. Kemp; Senior Executive Vice President, John M. Hollenbeck; Chief Financial Officer, James M. Harmsworth,; and Counsel & Assistant Secretary, Jeffrey S. Robinson

2. **AGENT: First American Title Company, LLC**

Shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:  
FATCO Holdings, LLC 100%

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:  
FATCO Holdings, LLC 100%

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Managers: Curtis A. Caspersen, Chester C. Carmer III, Mark C. Greek, Steven S. Presti, Timothy J. Redding

If the Title Insurance Agent is a corporation, the following is a list of its officers:

President, Chester C. Carmer III; Secretary, Michael C. Savas; Treasurer, Robin P. Gilroy

"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 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 Policy	\$ _____
Mortgagee Policy	\$ _____
Endorsement Charges	\$ _____
Total	\$ _____

Of this total amount \$ \_\_\_\_\_ or 15 % (complete only one) will be paid to the policy issuing Title Insurance Company;  
\$ \_\_\_\_\_ or \_\_\_\_\_ % (complete only one) 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>
\$ _____ or _____ % (complete only one)	_____	_____
\$ _____ or _____ % (complete only one)	_____	_____
\$ _____ or _____ % (complete only one)	_____	_____

"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 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



## **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 parent company, The First American Corporation, 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. 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*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **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.

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## 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, Stipulations and Exclusions.

### TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.	El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.
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 Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, 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 Requirements 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 State Board of Insurance by calling the Title Insurance Company at 1-800-347-7826 or by calling the title insurance agent that issued the Commitment. The State Board 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 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.

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact First American Title Company at (800)683-5552.

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

**1-800-347-7826**

You may also write to First American Title Company at:

**1500 S. Dairy Ashford, Suite 300  
Houston, Texas 77077-9857**

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, Texas 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**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.

Para obtener informacion o para someter una queja:

Puede comunicarse con su contact First American Title Company al (800)683-5552.

Usted puede llamar al numero de telefono gratis de First American Title Insurance Company's para informacion o para someter una queja al:

**1-800-347-7826**

Usted tambien puede escribir a First American Title Company al:

**1500 S. Dairy Ashford, Suite 300  
Houston, Texas 77077-9857**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, Texas 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.