

Buyers and Sellers Beware

Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur?

Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a title company, a real estate agent, a lender, or another trusted source. These fraudulent emails appear legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud?

You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

San Jacinto Title will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should contact San Jacinto Title in person or via phone call using a phone number from our website <u>www.sanjacintotitle.com</u>.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, San Jacinto Title, your lender, and your real estate agent.



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

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE

We (Fidelity National Title Insurance) 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.

San Jacinto Title Services of Texas, LLC

Hahmonn

Fidelity National Title Insurance Company

ATTEST: Mayou Ken

Authorized Signatory

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.



COMMITMENT FOR TITLE INSURANCE (FORM T-7) SCHEDULE A

Issued By FIDELITY NATIONAL TITLE INSURANCE

Effective Date: October 25, 2024

GF No.: 240247971

Commitment No. 240247971, issued November 8, 2024, 08:00 AM

- 1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1) (Not applicable for improved one-to-four family residential real estate)

Policy Amount: TBD PROPOSED INSURED: The City of Corpus Christi

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:

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

FEE SIMPLE

SCHEDULE A (Continued)

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

VALDEMAR PRUNEDA AND GABRIEL GRANDE

TITLE VIA:

Warranty Deed dated November 7, 2016 from Gulf Hudson Holdings, LTD aka Gulf-Hudson Holdings, Ltd., filed for record under <u>Clerk's File No. 2023028390</u>, <u>Official Public Records</u> of Nueces County, Texas.

4. Legal description of land:

SCHEDULE A (Continued)

FIRST TRACT: Being a tract of land, situated in Corpus Christi, Texas, a **portion of Lots 6, 7, and 8, Block 6, BARTHLOME ADDITION**, a subdivision in the City of Corpus Christi, Texas, as shown on the plat recorded in <u>Volume 4, at page 55, of the Map Records</u> of Nueces County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point in the East right of way line of Nueces Bay Boulevard, said point being the most Northerly Northwest corner of Lot 7, Block 6, Barthlome Addition, and the Northwest corner of that certain tract conveyed to the City of Corpus Christi by Edgar Linkenhoger, et ux. Lillie Linkenhoger, as described in Deed Records in <u>Volume 282, at page 355</u>, Nueces County, Texas;

THENCE, in a Southwesterly direction along said East right of way line of Nueces Bay Boulevard, at 54.66 feet pass the North corner of Lot 6, Block 6, and in all a distance of 72.29 feet to a point, the Southwest corner of the heretofore described tract which was deeded to the City of Corpus Christi, for the Point of Beginning and Northwest conrer of this tract;

THENCE, S. 89° 50' 40" E. across Lots 6, 7, and a portion of Lot 8 a distance of 82.54 feet to a point for the Northeast corner of this tract, said point being the most Westerly Northwest corner of that certain conveyed to the City of Corpus Christi by Edgar Linkenhoger, et ux. Lillie Linkenhoger, as described in the deed recorded in <u>Volume 296, Page 247, of the Deed Records</u> of Nueces County, Texas;

THENCE, S. 0°09' 20" W. along the West line of said tract conveyed to the City of Corpus Christ at a distance of 81.4 feet to a point for the Southeast corner of this tract, said point being the Northeast corner of a tract conveyed to the State Highway Commission by Edgar Linkenhoger as described in deed recorded in <u>Volume</u> <u>312, at page 444, of the Deed Records</u> of Nueces County, Texas, said point lying on a curve to the right;

THENCE, along said curve to the right whose radius is 5889.65 feet, in a westerly direction across Lots 8, 7 and 6, a distance of 132.4 feet to a point in the Northwest corner of the tract deed to the State Highway Commission for the Southwest corner of this tract, said point lying in the West line of Lot 6, Block 6, and the East line of Nueces Bay Boulevard;

THENCE, N. 35° 31' 15" E, along the said West line of Lot 6 and East right of way of Nueces Bay Boulevard a distance of 85.41 feet to the Point of Beginning, forming a tract of land embracing 0.1897 acres, more or less.

Being the same land described in deed dated Oct. 1, 1978, from Lillie Linkenhoger, individually and as Independent Executrix of the Estate of Edgar M. Linkenhoger, Deceased, to Patsy A. Brooks, recorded in <u>Volume 1679, Page 122, Deed Records</u> of Nueces County, Texas.

SECOND TRACT: Being an irregularly shaped tract of land **out of Lots 6, 7, and 8, Block 6, BARTHLOME ADDITION** as shown by map of recorded in <u>Volume 4, Page 55, Map Records</u> of Nueces County, Texas, and more particularly described by metes and bounds as follows:

Beginning at a point on the southeast right of way line of 80 foot wide Nueces Bay Boulevard, said point geing the northwest corner of abovementioned Lot 7, for the beginning point of the tract of land herein described;

Thence S. 89° 50' 40" E. along the north boundary line of said Lots 7 and 8, pass the common back corner of said Lots 7 and 8 at 16.75 feet, in all a distance of 41.75 feet to a point;

THENCE S. 0° 09' 20" W. a distance of 60.0 feet to a point being the southeast corner of this tract;

THENCE N. 89° 50' 40" W. pass the common boundary line of said Lots 8 and 7 at 25.0 feet, the common boundary line of said Lots 7 and 6 at 75.0 feet, in all a distanc eof 82.03 feet to a point on the southeast right of way line abovementioned Nueces Bay Boulevard;

SCHEDULE A

(Continued)

THENCE N. 34° 02' E. along the southeast right of way line of said Nueces Bay Boulevard a distance of 72.27 feet to the place of beginning and containing 3713.40 square feet of land or 0.0852 acres, more or less.

Being the same land described in that certain Special Warranty Deed dated Aug. 27, 1979, from the City of Corpus Christi, Texas, to Patsy Ann Brooks, recorded in <u>Volume 1711, Page 490, Deed Records</u> of Nueces County, Texas.

Said First and Second Tracts containing in the aggregate of 1.0417 acre of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the 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 informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

San Jacinto Title Services of Texas, LLC

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Fidelity National Title Insurance Company

ATTEST: Mayou Remogua-Marjorie Nemzura

Authorized Signatory

SCHEDULE B

Commitment No.: 240247971

GF No.: 240247971

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:

Volume 1711, Page 490, Deed Records of Nueces County, Texas;

RESTRICTIONS 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 THE HANDICAP BUT DOES NO DISCRIMINATE AGAINST HANDICAPPED PERSONS, ARE HEREBY DELETED TO THE EXTENT SUCH RESTRICTIONS VIOLATE 42 USC 1606 (C).

(Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)

- 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 2024, 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

SCHEDULE B

(Continued)

policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023, 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:
 - a. Any visible and apparent unrecorded easements on the insured property.(Owner's Policy Only)
 - b. Rights of the Public in and to any portion of subject property lying within a public road. (To be deleted upon receipt and review of a current on the ground survey, eliminating portion, if any, from metes and bounds description).
 - 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. (NOTE: Upon receipt of a survey acceptable to the Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)
 - d. Building, Zoning, Platting and/or Regulatory Laws and/or Ordinances of any Municipal and/or other Governmental Authority.

SCHEDULE B

(Continued)

- e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- f. The Company does not insure title to, and excepts from the description of the Land, coal, lignite, oil, gas and other minerals in, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto; the same are excluded from coverage under this policy.
- g. Streets, alleys, easements, and other matters set forth on dedication plat of Barthlome Addition, recorded in <u>Volume 4, Page 55, Map and Plat Records</u> of Nueces County, Texas.
- h. Provisions contained in Right of Way deed dated Aug. 1, 1945, from Edgar Linkenhoger, to the State of Texas, recorded in <u>Volume 312</u>, <u>Page 444</u>, <u>Deed Records</u> of Nueces County, Texas.
- i. Easement for driveway and appurtenance purposes reserved by The City of Corpus Christi, Texas, in that certain Special Warranty Deed dated Aug. 27, 1979, recorded in <u>Volume 1711</u>, <u>Page 490, Deed Records</u> of Nueces County, Texas, together with all the terms and provisions therein stated.

SCHEDULE C

Commitment No.: 240247971

GF No.: 240247971

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:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- 3. You must pay the seller or borrower the agreed amount for your property or interest.
- 4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
- 5. We find no outstanding 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.
- 6. Company requires an affidavit of marital history of RECORD OWNERS, from the date the land was acquired to the present time. If any marriages have been terminated by death or divorce, Company must determine disposition of said property. Current spouse, if applicable, should join in all documents to be executed in connection with the transaction company is being asked to insure. Further requirements will be necessary once these facts are known. This report is subject to any name liens, voluntary or involuntary, which may be found on these persons, if any.
- 7. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the governmental entity named below:

Name of Governmental Entity: CITY OF CORPUS CHRISTI, TEXAS

SCHEDULE C

(Continued)

a) A copy of its discipline, by-laws or other regulations authorizing real estate transactions.

b) A certified copy of the Meeting Minutes (in a recordable form) authorizing the purchase of subject property, authorizing the expenditure of funds, and appointment of parties to act on behalf of said city.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Purchaser must be advised at closing that the Platting Ordinance of the City of Corpus Christi provides as follows: "Section VI.C. Platted Lots:

1. When any lot and a portion of a lot, or portions of lots aggregated a larger tract in width and/or size than the average lot in the block of which same is situated are conveyed, as a single unit for an existing single use purpose, or for the purposes of constructing a single-family home from a previously legally platted subdivision, no replat thereof shall be required.

2. This exception shall not apply to any extension across an easement of public way, nor permit changing the facing of the original lots.

3. This exception is not to be construed as waiver of any requirement of the Zoning Ordinance, as amended or other applicable ordinances, or recorded restriction(s), and for such interpretations said integrated tract shall thereafter be considered as a single lot."

- 9. Company requests receipt of closing/lender's package 24 hours prior to closing.
- 10. Any matters revealed by current, on the ground as-built survey.
- 11. Any defect, lien or other matters that may affect title to the land or interest insured, that arises or is filed after the effective date of this commitment.
- 12. Any lien or liens created in the instruments of conveyance or any security instruments executed in connection with the transaction to be insured will appear as an exception under Schedule B of the policy to be issued and/or as the lien to be insured under Schedule "A" of the Mortgagee Title Policy to be issued, all of which instruments will be subject to the approval of the company and the wording of the exception in the policy to be issued will be based upon the terms of the instruments.
- 13. The conveyance by sellers must be by a "GENERAL WARRANTY DEED" unless approved by company in advance.

Effective Date: October 25, 2024

SCHEDULE C (Continued)

- 14. CLOSING INSTRUCTIONS AND CLOSING PACKAGE MUST BE RECEIVED IN OUR OFFICE 24 HOURS PRIOR TO CLOSING. IF THIS REQUIREMENT IS NOT MET, SAN JACINTO TITLE SERVICES CANNOT GUARANTEE THE DATE AND TIME OF CLOSING.
- 15. NOTE: This file must be updated within 24 hours prior to Closing.
- 16. Company must be furnished a properly executed Affidavit of Debts and Liens executed by the Seller, if a sale or by the Borrower, if a loan only.
- 17. If the area and boundary exception is to be amended to show only "shortages in area", Company must be furnished with a survey showing a plat and containing the correct description of the subject property made by a Licensed Public Surveyor of the State of Texas, acceptable to this Title Company.
- 18. NOTICE: Title Company is unwilling to issue the Title Policy without the mineral exception(s) set out in Schedule B hereof. Optional Endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated for each endorsement is \$50 on an Owners Title Policy and \$0 charge on a Loan Policy.

19. IMPORTANT NOTICE: ALL FUNDS OVER \$10,000 MUST BE IN THE FORM OF A WIRE TRANSFER.

WARNING! WIRE FRAUD ADVISORY: San Jacinto Title's wire instructions DO NOT CHANGE. Please call our office to confirm wire instructions before wiring.

- 20. Company must be furnished with a properly executed waiver of inspection, executed by the purchaser. (Purchaser Policy Only)
- 21. Notice to all buyers, sellers, borrowers, lenders and all parties interested in the transaction covered by this commitment:

Effective September 26, 1988, the State Board of Insurance has adopted Procedural Rule P-27 (as

Effective Date: October 25, 2024

SCHEDULE C

(Continued)

amended) which requires that "Good Funds" be received and deposited before a Title Agency may disburse from its trust fund account.

"Good Funds" means:

1. Cash or wire transfers;

2. Certified checks, cashier's checks and teller's checks, as further described in definition "g" of this rule; 3. Uncertified funds in amounts less than \$1,500.00 including checks, traveler's checks, money orders, and negotiable orders of withdrawal, provided multiple items shall not be used to avoid the \$1,500.00 limitation;

4. Uncertified funds in the amounts of \$1,500.00 or more, drafts and any other item when collected by the financial institution;

- 5. State of Texas warrants;
- 6. United States Treasury checks;

7. Checks drawn on a bank or savings and loan association insured by the FDIC or FSLIC and for which a transaction code has been issued pursuant to, and in compliance with, such bank or savings and loan association;

8. Checks by City and County Governments located in the State of Texas.

- 22. At closing of this transaction, Title Company must be furnished a copy of the buyers' and/or sellers' official photo identification card.
- 23. Except in an exempt transaction, the Company must be furnished with Seller's Social Security Number or Tax Identification Number and all other information necessary to complete IRS Form 1099-S.
- 24. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front page of the document: "NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License."
- 25. Company requires that notary seals contained in any document executed on or after January 1, 2016, must include the notary's identification number as required by Texas Government Code §406.013 when the notary public is either (1) a new notary appointee or (2) an existing notary appointee whose appointment has been renewed on or after January 1, 2016.
- 26. The Company may make other requirements or exceptions upon its review of any requested documentation or of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction. Company reserves the right to revise this commitment and/or to make additional requirements or corrections at any time prior to the closing of this transaction. Any defect, lien or other matters that may affect title to the land or interest insured, that arises or is filed after

Effective Date: October 25, 2024

SCHEDULE C

(Continued)

the effective date of this commitment.

27. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

• Confirmation prior to closing that the County Clerk of said County, Texas has approved and authorized electronic recording of electronically signed and notarized Instruments in the form and format that is being used.

• Electronic recordation of the instruments to be insured in the Official Public Records of said County, Texas.

• Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.

• Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

28. PRIVACY POLICY:

This commitment may contain confidential information and is intended solely for the attention and use of the named insured as contemplated by the terms and provisions of this commitment. You are hereby notified that any disclosure, copying, distributing or taking of action in reliance on the information with third parties is prohibited

SCHEDULE D

Commitment No.: 240247971

GF No.: 240247971

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

1. The following individuals are directors and/or officers of FIDELITY NATIONAL TITLE INSURANCE:

Officers: Raymond R. Quirk, CEO/President; Anthony J. Park, EVP/CFO/Treasurer; Marjorie R. Nemzura, VP/Corporate Secretary

Directors: Steven G. Day, Marjorie R. Nemzura, Michael J. Nolan, Anthony J. Park, Raymond R. Quirk

Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

(A) The name of each shareholder, owner, partner or other persons having, owing or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Corpus Holdings, LP

(B) Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Corpus Holdings, LP is owned by E. Brent Bottom.

(C) The following persons are officers and directors of the Title Insurance Agent:

E. Brent Bottom, Chief Executive Officer E. Brendon Bottom, Vice President Shelly Cristan-Grahmann, Vice President Lynn Leising, Vice President Andrea Liberatore, Vice President Nancy Massaro, Vice President / Administration Clinton Ramey, Vice President Nelda Rodriguez, Vice President Mark Scott, President Coastal Bend Region Channing Slusher, Vice President Jennifer Slusher, Vice President Jason B. Smith, Vice President Melanie Smith, 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 any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

SCHEDULE D

(Continued)

You are further advised that the estimated title premium* is:

Total		\$	0.00
Of this total amount:	15% will be paid to the policy issuing]	Title Insurance	Company: 85% wi

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

Amount	To Whom	For Services
%		Services Rendered

*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.

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

LEGAL DESCRIPTION

FIRST TRACT: Being a tract of land, situated in Corpus Christi, Texas, a **portion of Lots 6, 7, and 8, Block 6, BARTHLOME ADDITION**, a subdivision in the City of Corpus Christi, Texas, as shown on the plat recorded in <u>Volume 4, at page 55, of the Map Records</u> of Nueces County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point in the East right of way line of Nueces Bay Boulevard, said point being the most Northerly Northwest corner of Lot 7, Block 6, Barthlome Addition, and the Northwest corner of that certain tract conveyed to the City of Corpus Christi by Edgar Linkenhoger, et ux. Lillie Linkenhoger, as described in Deed Records in Volume 282, at page 355, Nueces County, Texas;

THENCE, in a Southwesterly direction along said East right of way line of Nueces Bay Boulevard, at 54.66 feet pass the North corner of Lot 6, Block 6, and in all a distance of 72.29 feet to a point, the Southwest corner of the heretofore described tract which was deeded to the City of Corpus Christi, for the Point of Beginning and Northwest conrer of this tract;

THENCE, S. 89° 50' 40" E. across Lots 6, 7, and a portion of Lot 8 a distance of 82.54 feet to a point for the Northeast corner of this tract, said point being the most Westerly Northwest corner of that certain conveyed to the City of Corpus Christi by Edgar Linkenhoger, et ux. Lillie Linkenhoger, as described in the deed recorded in <u>Volume 296, Page 247, of the Deed Records</u> of Nueces County, Texas;

THENCE, S. 0°09' 20" W. along the West line of said tract conveyed to the City of Corpus Christ at a distance of 81.4 feet to a point for the Southeast corner of this tract, said point being the Northeast corner of a tract conveyed to the State Highway Commission by Edgar Linkenhoger as described in deed recorded in <u>Volume 312</u>, at page 444, of the <u>Deed Records</u> of Nueces County, Texas, said point lying on a curve to the right;

THENCE, along said curve to the right whose radius is 5889.65 feet, in a westerly direction across Lots 8, 7 and 6, a distance of 132.4 feet to a point in the Northwest corner of the tract deed to the State Highway Commission for the Southwest corner of this tract, said point lying in the West line of Lot 6, Block 6, and the East line of Nueces Bay Boulevard;

THENCE, N. 35° 31' 15" E, along the said West line of Lot 6 and East right of way of Nueces Bay Boulevard a distance of 85.41 feet to the Point of Beginning, forming a tract of land embracing 0.1897 acres, more or less.

Being the same land described in deed dated Oct. 1, 1978, from Lillie Linkenhoger, individually and as Independent Executrix of the Estate of Edgar M. Linkenhoger, Deceased, to Patsy A. Brooks, recorded in <u>Volume</u> <u>1679, Page 122, Deed Records</u> of Nueces County, Texas.

SECOND TRACT: Being an irregularly shaped tract of land **out of Lots 6, 7, and 8, Block 6, BARTHLOME ADDITION** as shown by map of recorded in <u>Volume 4, Page 55, Map Records</u> of Nueces County, Texas, and more particularly described by metes and bounds as follows:

Beginning at a point on the southeast right of way line of 80 foot wide Nueces Bay Boulevard, said point geing the northwest corner of abovementioned Lot 7, for the beginning point of the tract of land herein described;

Thence S. 89° 50' 40" E. along the north boundary line of said Lots 7 and 8, pass the common back corner of said Lots 7 and 8 at 16.75 feet, in all a distance of 41.75 feet to a point;

THENCE S. 0° 09' 20" W. a distance of 60.0 feet to a point being the southeast corner of this tract;

THENCE N. 89° 50' 40" W. pass the common boundary line of said Lots 8 and 7 at 25.0 feet, the common boundary line of said Lots 7 and 6 at 75.0 feet, in all a distanc eof 82.03 feet to a point on the southeast right of way line abovementioned Nueces Bay Boulevard;

LEGAL DESCRIPTION (Continued)

THENCE N. 34° 02' E. along the southeast right of way line of said Nueces Bay Boulevard a distance of 72.27 feet to the place of beginning and containing 3713.40 square feet of land or 0.0852 acres, more or less.

Being the same land described in that certain Special Warranty Deed dated Aug. 27, 1979, from the City of Corpus Christi, Texas, to Patsy Ann Brooks, recorded in <u>Volume 1711, Page 490, Deed Records</u> of Nueces County, Texas.

Said First and Second Tracts containing in the aggregate of 1.0417 acre of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the 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 informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo complemente 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 laws, 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 Exception, 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.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 925-0965 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 (800)252-3439.

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

Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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

DELETION OF ARBITRATION PROVISION

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

Commitment No.: 240247971

GF No.: 240247971

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 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

IMPORTANT NOTICE

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

(800) 925-0965

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

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

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

AVISO IMPORTANTE

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

(800) 925-0965

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

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

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