

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.

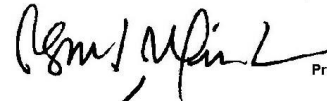
San Jacinto Title Services of Texas, LLC



Fidelity National Title Insurance Company



BY



President

ATTEST



Secretary

Authorized Signatory

Effective Date: January 18, 2022

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.

Effective Date: January 18, 2022



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

**Issued By
FIDELITY NATIONAL TITLE INSURANCE**

Effective Date: January 18, 2022

GF No.: 220243337

Commitment No. 220243337, issued January 27, 2022, 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: 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

Effective Date: January 18, 2022

SCHEDULE A

(Continued)

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

City of Corpus Christi

TITLE VIA:

Warranty Deed dated December 28, 1968, executed by Milton J. Vavricek and wife, Betty Vavricek to the City of Corpus Christi, recorded under [Clerk's File No. 780876, Volume 1309, Page 315, Deed Records](#) of Nueces County, Texas. (TRACT I)

Warranty Deed dated October 11, 1966, executed by Joseph W. Brandesky and wife, Julia Brandesky to the City of Corpus Christi, recorded under [Clerk's File No. 723448, Volume 1180, Page 537, Deed Records](#) of Nueces County, Texas. (TRACT II)

Effective Date: January 18, 2022

SCHEDULE A

(Continued)

4. Legal description of land:

TRACT I:

Field notes, for a 0.8449 Acre Tract of Land, out of Lot 6, Section 9, Bohemian Colony Lands, a map of which is recorded in [Volume A, Page 48 of the Map Records](#) of Nueces County, Texas, being a portion of a 2.87 Acre Tract, as described in a Warranty Deed from Milton J. Vavricek and wife, Betty Vavricek to the City of Corpus Christi, recorded in [File No. 780876, Volume 1309, Pages 315 of the Deed Records](#) of Nueces County, Texas; said 0.8449 Acre Tract more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found, on the Southeast Right-of-Way line of Kostoryz Road, a variable width public roadway, on the Southwest boundary line of a 150 Foot wide Drainage Right-of-Way, as described in a Warranty Deed, from Paul Snyder and Frances Snyder to the City of Corpus Christi, as recorded in [File No. 734142, Volume 1206, Pages 488-491, of the said Deed Records](#), for the North corner of Lot 1, Block 1, of the Mary Carroll High School Tract, a map of which is recorded in [Volume 69, Pages 333-334, of the said Map Records](#);

Thence, South 61°52'08" East, with the common boundary line of the said Drainage Right-of-Way and the said Lot 1, 1270.84 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, for a corner of the proposed Lot 1R, Mary Carroll High School Tract, and the beginning of a circular curve to the Left, having a delta of 63°30'51", radius of 74.00 Feet, an arc length of 82.03 Feet, and a chord which bears South 86°22'27" West, 77.90 Feet;

Thence, over and across the said 0.29 Acre Tract, with the said proposed Lot 1R and the said circular curve to the Left, 82.03 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, on the Southeast boundary line of the said 0.29 Acre Tract, the Northwest boundary line of a 15.325 Acre Tract of Land, described in a Special Warranty Deed from Superior GMR, L.L.C., to the Corpus Christi Independent School District, as recorded in [Document No. 2019045155, of the Official Public Records](#) of Nueces County, Texas;

Thence, North 54°37'01" East, with the common boundary line of the said 0.29 Acre Tract and the said 15.325 Acre Tract, 121.75 Feet to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, on the Southwest boundary line of the said 2.87 Acre Tract, being the East corner of the said 0.29 Acre Tract, a Northwest corner of the said 15.325 Acre Tract, for the Point of Beginning and West corner of this Tract;

Thence, North 54°37'01" East, over and across the said 2.87 Acre Tract, 432.47 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, on the Southeast boundary line of the said 2.87 Acre Tract, for the Northernmost corner of the said 15.325 Acre Tract, for the North corner of this Tract, from Whence, a 5/8 Inch Iron Rod Found, for the North corner of the said 15.325 Acre Tract, bears, North 54°37'01" East, 130.64 Feet;

Thence, South 28°32'01" West, with the common boundary line of the said 2.87 Acre Tract and the said 15.325 Acre Tract, 387.12 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, being an inner ell corner of the said 15.325 Acre Tract, for the South corner of the said 2.87 Acre Tract and this Tract;

Thence, North 61°51'26" West, with the said common boundary line, 190.15 Feet to the Point of Beginning, containing 0.8449 Acres (36,805 SqFt) 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.

Effective Date: January 18, 2022

SCHEDULE A

(Continued)

TRACT II:

Fieldnotes, for a 0.0391 Acre Tract of Land, out of Lot 5, Section 9, Bohemian Colony Lands, a map of which is recorded in [Volume A, Page 48, of the Map Records](#) of Nueces County, Texas, being a portion of a 0.29 Acre Tract, as described in a Warranty Deed from Joseph W. Brandesky and wife Julia Brandesky to the City of Corpus Christi, recorded in [File No. 723448, Volume 1180, Pages 537-540 of the Deed Records](#) of Nueces County, Texas; said 0.0391 Acre Tract more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found, on the Southeast Right-of-Way line of Kostoryz Road, a variable width public roadway, on the Southwest boundary line of a 150 Foot wide Drainage Right-of-Way, as described in a Warranty Deed, from Paul Snyder and Frances Snyder to the City of Corpus Christi, as recorded in [File No. 734142, Volume 1206, Pages 488-491, of the said Deed Records](#), for the North corner of Lot 1, Block 1, of the Mary Carroll High School Tract, a map of which is recorded in [Volume 69, Pages 333-334, of the said Map Records](#);

Thence, South 61°52'08" East, with the common boundary line of the said Drainage Right-of-Way and the said Lot 1, 1270.84 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, for the corner of the proposed Lot 1R, Mary Carroll High School Tract, and the beginning of a circular curve to the Left, having a delta of 07°22'39", a radius of 74.00 Feet, an arc length of 9.53 Feet, and a chord which bears South 65°33'27" East, 9.52 Feet;

Thence, with the said circular curve to the Left, 9.53 Feet, to the Northwest boundary line of the said 0.29 Acre Tract, for the Point of Beginning, and the North corner of this Tract, and for the beginning of a compound curve to the Left, having a delta of 56°08'11", a radius of 74.00 Feet, an arc length of 72.50 Feet, and a chord which bears North 82°41'07" East, 69.64 Feet;

Thence, with said compound curve to the Left, over and across the said 0.29 Acre Tract, 72.50 Feet to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, on the Southeast boundary line of the said 0.29 Acre Tract, the Northwest boundary line of a 15.325 Acre Tract of Land, described in a Special Warranty Deed from Superior GMR, L.L.C., to the Corpus Christi Independent School District, as recorded in [Document No. 2019045155, of the Official Public Records](#) of Nueces County, Texas, for the East corner of this Tract, from Whence, a 5/8 Inch Iron Rod Found, for the Northernmost corner of the said 15.325 Acre Tract bears, North 54°37'01" East, 684.90 Feet;

Thence, South 54°37'01" West, with the common boundary line of the said 0.29 Acre Tract and the said 15.325 Acre Tract, 128.80 Feet, to a 5/8 Inch Iron Rod Found, on the Southeast boundary line of the said Lot 1, being a West corner of the said 15.325 Acre Tract, for the South corner of the said 0.29 Acre Tract and this Tract, from Whence, a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found, on the Northeast Right-of-Way line of Saratoga Boulevard, a 120 Foot wide public roadway, for the South corner of the said Lot 1, bears South 28°40'28" West, 1030.48 Feet;

Thence, North 28°40'28" East, with the common boundary line of the said Lot 1 and the said 0.29 Acre Tract, 74.90 Feet to the Point of Beginning, containing 0.0391 Acres (1,701 SqFt) 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.

Effective Date: January 18, 2022

SCHEDULE A
(Continued)

San Jacinto Title Services of Texas, LLC



Fidelity National Title Insurance Company



BY



President

ATTEST



Secretary

Authorized Signatory

Effective Date: January 18, 2022

SCHEDULE B

Commitment No.: 220243337

GF No.: 220243337

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:

This exception is hereby deleted in its entirety.

(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 2022, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2021, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.

Effective Date: January 18, 2022

SCHEDULE B

(Continued)

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. Right of parties in possession. (Owner's Policy Only)
 - b. Rights of tenants in possession under any and all outstanding lease agreement recorded or unrecorded. (May be deleted with appropriate Affidavit)
 - c. Easements, setbacks, and reservations, as shown by the map or plat thereof, recorded in [Volume A, Page 48, Map Records](#) of Nueces County, Texas.
 - d. Right of Way Easement dated June 6, 1939, executed by J.W. Brandesky and Mrs. J.W. Brandesky to Nueces Electric Coop, Inc., recorded under Clerk's [File No. 165872, Volume 271, Page 254](#), Deed Records of Nueces County, Texas.
 - e. Right of Way Easement dated May 5, 1941, executed by Joe W. Brandesky and wife, Julia Brandesky to Nueces County, recorded under Clerk's [File No. 166517, Volume 271, Page 453](#), Deed Records of Nueces County, Texas.

Effective Date: January 18, 2022

SCHEDULE B

(Continued)

- f. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in Oil, Gas and Mineral Lease dated July 16, 1936, from J.W. Brandesky and wife, Julia Brandesky to Renwar Oil Corporation, recorded under Clerk's [File No. 104383, Volume 31, Page 83](#), Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- g. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in instrument dated December 10, 1940, from Joe Vavricek and wife, Mary Vavricek to L. L. Garrison, recorded under Clerk's [File No. 160372, Volume 62, Page 34](#), Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- h. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in Oil, Gas and Mineral Lease dated October 29, 1952, from Joe William Brandesky and wife, Julia Brandesky to E.E. Earland, recorded under Clerk's [File No. 361753, Volume 128, Page 249](#), Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- i. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in instrument dated December 14, 1960 from Joseph W. Brandesky and wife, Julia Brandesky to C.H. Horton, recorded in [Volume 181, Page 492 of the Oil and Gas Records](#) of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- j. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in instrument dated December 16, 1960, from Henrietta Loudat, et al to C.H. Horton, recorded under Clerk's [File No. 576650, Volume 181, Page 353](#), Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

Effective Date: January 18, 2022

SCHEDULE B

(Continued)

- k. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in instrument dated October 5, 1965 from Joseph W. Brandesky and wife, Julia Brandesky to John F. Peer, recorded in [Volume 219, Page 424](#) of the Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

- l. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in Oil, Gas and Mineral Lease dated October 19, 1965, from Frances Snyder and husband, Paul Snyder to Woody Crawford, recorded under Clerk's [File No. 698469, Volume 224, Page 261](#), Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

- m. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in instrument dated May 27, 1981 from Julia R. Brandesky, a widow, et al to Aminoil USA, Inc., recorded in [Volume 349, Page 3](#) of the Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

- n. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in instrument dated April 2, 1985 from Milton J. Vavricek and wife, Betty Vavricek to W. N. Story , recorded under Clerk's [File No. 453520, Volume 381, Page 7](#), Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

- o. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in instrument dated May 6, 1985 from Julia K. Brandesky et al to W.N. Story, recorded in [Volume 382, Page 172 of the Oil and Gas Records](#) of Nueces County, Texas, extended by instrument dated June 14, 1988, recorded in [Volume 396, Page 674](#) of the Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

Effective Date: January 18, 2022

SCHEDULE B

(Continued)

- p. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in Oil, Gas and Mineral Lease dated May 22, 1985, from Frances Snyder, et al. to W.N. Story, recorded under Clerk's [File No. 453517, Volume 381, Page 1](#), Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

- q. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in instrument dated July 24, 1985, from Alvin M. Hurwitz and wife, Sherlie Hurwitz; Ivan Hurwitz and wife, Sherry Hurwitz to W. N. Story, recorded under Clerk's [File No. 505579, Volume 387, Page 341](#), Oil and Gas Records of Nueces County, Texas. Extended by instrument dated June 27, 1988, [File No. 623681, Volume 398, Page 307](#), Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

- r. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in Oil, Gas and Mineral Lease dated August 2, 1988, from Frances Snyder, et al. to Sun Operating Limited Partnership, recorded under Clerk's [File No. 632620, Volume 399, Page 808](#), Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

- s. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in Oil, Gas and Mineral Lease recorded under [Clerk's File No. 478599, Volume 384, Page 887, Oil and Gas Records](#) of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

Effective Date: January 18, 2022

SCHEDULE B

(Continued)

- t. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, contained in Oil, Gas and Mineral Lease recorded under [Clerk's File No. 649483, Volume 401, Page 295, Oil and Gas Records](#) of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- u. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated April 20, 1938 from Joseph W. Brandesky and wife, Julia Brandesky to J.H. Derden, recorded in [Volume 45, Page 357](#) of the Oil and Gas Records of Nueces County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- v. All leases, grants, exceptions or reservations of coal, ignite, 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.
- w. Building, Zoning, Platting and/or Regulatory Laws and/or Ordinances of any Municipal and/or other Governmental Authority.
- x. 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.)
- y. 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).
- z. Any visible and apparent unrecorded easements on the insured property. (Owner's Policy Only)

Effective Date: January 18, 2022

SCHEDULE C

Commitment No.: 220243337

GF No.: 220243337

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. Appears to be clear of any and all voluntary liens. 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. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
6. 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

- 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.

Effective Date: January 18, 2022

SCHEDULE C

(Continued)

7. File has been set up as a TBD. Company reserve the right to complete Schedule "A" when furnished the (amount or entity) to be insured.

This Commitment is also subject to checking the name(s) of the purchaser(s) for Federal Judgment Liens in favor of the United States; for Chapter 12 or 13 Bankruptcy Proceedings; Texas Workforce Commission Liens; and to see if their name(s) appear(s) on the List of Known or Suspected Terrorist Maintained by the Office of Foreign Asset Control pursuant to the USA Patriot Act.

8. Company requests receipt of closing/lender's package 24 hours prior to closing.

9. Any matters revealed by current, on the ground as-built survey.

10. 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.

11. 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.

12. The conveyance by sellers must be by a "GENERAL WARRANTY DEED" unless approved by company in advance.

13. 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.

14. NOTE: This file must be updated within 24 hours prior to Closing.

Effective Date: January 18, 2022

SCHEDULE C
(Continued)

15. 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.
16. 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.
17. 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.

18. 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.

19. Company must be furnished with a properly executed waiver of inspection, executed by the purchaser. (Purchaser Policy Only)
20. 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 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

Effective Date: January 18, 2022

SCHEDULE C

(Continued)

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.

21. 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.
22. 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."
23. *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.*
24. 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 the effective date of this commitment.
25. 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

Effective Date: January 18, 2022

SCHEDULE C
(Continued)

under 1 TAC Chapter 87.

26. **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.

Effective Date: January 18, 2022

SCHEDULE D

Commitment No.: 220243337

GF No.: 220243337

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 and Stephanie H. Bottom.

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

E. Brent Bottom, Chief Executive Officer
Stephanie H. Bottom, Vice President
E. Brendon Bottom, Vice President
Mark Scott, President Coastal Bend Region
Shelly Cristan-Grahmann, Vice President
Channing Slusher, Vice President
Lynn Leising, Vice President
Nancy Massaro, Vice President / Administration
Gracie P. Herrera, Vice President / Comptroller
Jason B. 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.

Effective Date: January 18, 2022

SCHEDULE D
(Continued)

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

Total	\$	0.00
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Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

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.

Effective Date: January 18, 2022

LEGAL DESCRIPTION**TRACT I:**

Field notes, for a 0.8449 Acre Tract of Land, out of Lot 6, Section 9, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48 of the Map Records of Nueces County, Texas, being a portion of a 2.87 Acre Tract, as described in a Warranty Deed from Milton J. Vavricek and wife, Betty Vavricek to the City of Corpus Christi, recorded in File No. 780876, Volume 1309, Pages 315 of the Deed Records of Nueces County, Texas; said 0.8449 Acre Tract more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found, on the Southeast Right-of-Way line of Kostoryz Road, a variable width public roadway, on the Southwest boundary line of a 150 Foot wide Drainage Right-of-Way, as described in a Warranty Deed, from Paul Snyder and Frances Snyder to the City of Corpus Christi, as recorded in File No. 734142, Volume 1206, Pages 488-491, of the said Deed Records, for the North corner of Lot 1, Block 1, of the Mary Carroll High School Tract, a map of which is recorded in Volume 69, Pages 333-334, of the said Map Records;

Thence, South 61°52'08" East, with the common boundary line of the said Drainage Right-of-Way and the said Lot 1, 1270.84 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, for a corner of the proposed Lot 1R, Mary Carroll High School Tract, and the beginning of a circular curve to the Left, having a delta of 63°30'51", radius of 74.00 Feet, an arc length of 82.03 Feet, and a chord which bears South 86°22'27" West, 77.90 Feet;

Thence, over and across the said 0.29 Acre Tract, with the said proposed Lot 1R and the said circular curve to the Left, 82.03 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, on the Southeast boundary line of the said 0.29 Acre Tract, the Northwest boundary line of a 15.325 Acre Tract of Land, described in a Special Warranty Deed from Superior GMR, L.L.C., to the Corpus Christi Independent School District, as recorded in Document No. 2019045155, of the Official Public Records of Nueces County, Texas;

Thence, North 54°37'01" East, with the common boundary line of the said 0.29 Acre Tract and the said 15.325 Acre Tract, 121.75 Feet to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, on the Southwest boundary line of the said 2.87 Acre Tract, being the East corner of the said 0.29 Acre Tract, a Northwest corner of the said 15.325 Acre Tract, for the Point of Beginning and West corner of this Tract;

Thence, North 54°37'01" East, over and across the said 2.87 Acre Tract, 432.47 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, on the Southeast boundary line of the said 2.87 Acre Tract, for the Northernmost corner of the said 15.325 Acre Tract, for the North corner of this Tract, from Whence, a 5/8 Inch Iron Rod Found, for the North corner of the said 15.325 Acre Tract, bears, North 54°37'01" East, 130.64 Feet;

Thence, South 28°32'01" West, with the common boundary line of the said 2.87 Acre Tract and the said 15.325 Acre Tract, 387.12 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, being an inner ell corner of the said 15.325 Acre Tract, for the South corner of the said 2.87 Acre Tract and this Tract;

Thence, North 61°51'26" West, with the said common boundary line, 190.15 Feet to the Point of Beginning, containing 0.8449 Acres (36,805 SqFt) 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.

TRACT II:

Effective Date: January 18, 2022

LEGAL DESCRIPTION

(Continued)

Fieldnotes, for a 0.0391 Acre Tract of Land, out of Lot 5, Section 9, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48, of the Map Records of Nueces County, Texas, being a portion of a 0.29 Acre Tract, as described in a Warranty Deed from Joseph W. Brandesky and wife Julia Brandesky to the City of Corpus Christi, recorded in File No. 723448, Volume 1180, Pages 537-540 of the Deed Records of Nueces County, Texas; said 0.0391 Acre Tract more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found, on the Southeast Right-of-Way line of Kostoryz Road, a variable width public roadway, on the Southwest boundary line of a 150 Foot wide Drainage Right-of-Way, as described in a Warranty Deed, from Paul Snyder and Frances Snyder to the City of Corpus Christi, as recorded in File No. 734142, Volume 1206, Pages 488-491, of the said Deed Records, for the North corner of Lot 1, Block 1, of the Mary Carroll High School Tract, a map of which is recorded in Volume 69, Pages 333-334, of the said Map Records;

Thence, South 61°52'08" East, with the common boundary line of the said Drainage Right-of-Way and the said Lot 1, 1270.84 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, for the corner of the proposed Lot 1R, Mary Carroll High School Tract, and the beginning of a circular curve to the Left, having a delta of 07°22'39", a radius of 74.00 Feet, an arc length of 9.53 Feet, and a chord which bears South 65°33'27" East, 9.52 Feet;

Thence, with the said circular curve to the Left, 9.53 Feet, to the Northwest boundary line of the said 0.29 Acre Tract, for the Point of Beginning, and the North corner of this Tract, and for the beginning of a compound curve to the Left, having a delta of 56°08'11", a radius of 74.00 Feet, an arc length of 72.50 Feet, and a chord which bears North 82°41'07" East, 69.64 Feet;

Thence, with said compound curve to the Left, over and across the said 0.29 Acre Tract, 72.50 Feet to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CC TX" Set, on the Southeast boundary line of the said 0.29 Acre Tract, the Northwest boundary line of a 15.325 Acre Tract of Land, described in a Special Warranty Deed from Superior GMR, L.L.C., to the Corpus Christi Independent School District, as recorded in Document No. 2019045155, of the Official Public Records of Nueces County, Texas, for the East corner of this Tract, from Whence, a 5/8 Inch Iron Rod Found, for the Northernmost corner of the said 15.325 Acre Tract bears, North 54°37'01" East, 684.90 Feet;

Thence, South 54°37'01" West, with the common boundary line of the said 0.29 Acre Tract and the said 15.325 Acre Tract, 128.80 Feet, to a 5/8 Inch Iron Rod Found, on the Southeast boundary line of the said Lot 1, being a West corner of the said 15.325 Acre Tract, for the South corner of the said 0.29 Acre Tract and this Tract, from Whence, a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Found, on the Northeast Right-of-Way line of Saratoga Boulevard, a 120 Foot wide public roadway, for the South corner of the said Lot 1, bears South 28°40'28" West, 1030.48 Feet;

Thence, North 28°40'28" East, with the common boundary line of the said Lot 1 and the said 0.29 Acre Tract, 74.90 Feet to the Point of Beginning, containing 0.0391 Acres (1,701 SqFt) 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.

Effective Date: January 18, 2022

TEXAS TITLE INSURANCE INFORMATION

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

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

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment 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.

Effective Date: January 18, 2022

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.

Effective Date: January 18, 2022

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 220243337

GF No.: 220243337

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **\$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **\$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Effective Date: January 18, 2022

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

Effective Date: January 18, 2022

Privacy Policy Notice
September 26, 2013
San Jacinto Title Services of Texas, LLC

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of San Jacinto Title Services of Texas, LLC.

We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real-estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates.

WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.