



## COMMITMENT FOR TITLE INSURANCE (Form T-7)

Issued by

**TITLE RESOURCES GUARANTY COMPANY**

We, Title Resources Guaranty Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

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

A handwritten signature in black ink, appearing to read "Kasey F. Fisher", written over a horizontal line.

An Authorized Signature



Title Resources Guaranty Company

By: A handwritten signature in black ink, appearing to read "Michael Hayden", written over a horizontal line.  
President/CEO

Secretary

## TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
--	---

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

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

**Minerals and Mineral Rights** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-526-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

### **CONDITIONS AND STIPULATIONS**

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

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

*TITLE RESOURCES GUARANTY COMPANY*

**SCHEDULE A**

Effective Date: **July 24, 2023, 8:00 am**

GF No. **2328476-HSB**

Commitment No. \_\_\_\_\_, issued **July 30, 2023, 8:00 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:  
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED: **TO BE DETERMINED**
- 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**

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

**Charla Frieze, as Independent Executrix for the Estate of David Edward Willie, deceased under Probate Cause No. P11227, Burnet County, Texas**

4. Legal description of land:

**Lot 9, Block 'A', THE OAKS AT SPICEWOOD, according to the map or plat thereof, recorded in Volume 4, Page 90, also referenced in Cabinet 1, Slide 137A, Plat Records, Burnet County, Texas.**



## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

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

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

[Schedule B documents click here](#)

**Volume 4, Page 90, also referenced in Cabinet 1, Slide 137A, Plat Records; Volume 270, Page 798, Deed Records; Volume 727, Page 545, Real Property Records, Burnet County, Texas, but 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 **2023**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential

Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Building setback lines as set forth on the recorded plat and dedication set out in Schedule A hereof.**
  - b. **Mineral and/or royalty interest:**
    - Recorded: Volume 262, Page 162, Deed Records, Burnet County, Texas.**
    - Title to said interest has not been researched subsequent to the date of the above referenced instrument.**
  - c. **Building setback lines as set forth in instrument recorded in Volume 270, Page 798, Deed Records; Volume 727, Page 545, Official Public Records, Burnet County, Texas.**
  - d. **Easements for installation, maintenance, repair and replacement of utilities, drainage, encroachments and protrusions, together with rights and remedies of Declarant, including but not limited to terms, conditions, covenants, options, provisions and other matters contained in Declaration of Covenants, Conditions and Restrictions, recorded in Volume 270, Page 798, Deed Records; Volume 727, Page 545, Official Public Records, Burnet County, Texas.**
  - e. **Easement:**
    - Recorded: Volume 280, Page 186, Deed Records, Burnet County, Texas.**
    - To: Pedernales Electric Cooperative, Inc.**
    - Purpose: blanket utility access easement**
  - f. **Easement:**
    - Recorded: Volume 362, Page 287, Real Property Records, Burnet County, Texas.**
    - Purpose: 30' access**
  - g. **Terms, Conditions, and Stipulations in the Road Maintenance Agreement:**
    - Recorded: Volume 562, Page 203, Official Public Records, Burnet County, Texas.**
  - h. **Subject to that one certain Order of April 25, 2000, adopting Burnet County Subdivision And Development Regulations, amended September 25, 2000, recorded in Volume 943, Page 399, Official Public Records, amended June 25, 2001, in Volume 993, Page 620, Official Public Records, further amended January 28, 2002, in Volume 1043, Page 85, amended October 24, 2005, in Volume 1377, Page 722, amended in Clerk's Document Nos. 201100417 and 201100547, Official Public Records, Burnet County, Texas.**
  - i. **Inclusion within the Water Conservation District of Central Texas.**
  - j. **All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, 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.**
  - k. **All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, 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. (Loan Policy only)

**I. Rights of Parties in Possession. (Owner Policy)**

**m. Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements.**

*(NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)*

**n. Deleted**

**o. Deleted**

**p. Easement rights, if any, associated with overhead utility lines, power poles and/or and guy wires traversing the property as shown on that survey dated 6/5/2022, prepared by George E. Lucas, RPLS No. 4160.**

**q. Any claim, right, or assertion of title by the adjoining land owner in and to that strip of land located between the property line and the fence(s) as shown on that survey dated 6/5/2022, prepared by George E. Lucas, R.P.L.S. 4160.**



## SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, 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 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 subject property.**
6. **Company requires an acceptable Notice to Purchaser be executed regards to the Water Conservation District of Central Texas.**
7. **Company has been advised that David E. Willie died after March 1, 2005, and may have received Medicaid benefits after March 1, 2005. Company must be furnished evidence that such party did not receive Medicaid benefits after March 1, 2005; or, if such party did receive Medicaid benefits after March 1, 2005, that no claim under the Texas Medicaid Estate Recovery Program (MERP) will be filed. If such claim is filed, a release from MERP and proof of payment is required.**
8. **Please furnish the names of the parties to be insured herein. Upon receipt of said names, additional requirements may be made.**
9. **Payment of any and all ad valorem taxes which may be due and payable on the subject property.**
10. **Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.**
11. **Company must be furnished with a properly executed Waiver of Inspection signed by the Purchaser.**
12. **Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are**

not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.

13. **ARBITRATION:** The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}
14. **NOTICE:** Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. 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 upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for said endorsement is \$50 per policy.
15. **NOTICE:** Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. 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 upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. (Loan Policy only)
16. **NOTICE:** Pursuant to Procedural Rule P-71, Company may, upon request and if a licensed Agent in the County, issue a T-53 Texas Residential Limited Coverage Chain of Title Policy covering a period of 60 months, showing the following documents filed in the Official Public Records: Document No. 200810522 (Last Deed) and Probate Cause No. P11227 (David Willie) - Vesting.
17. **ADVISORY NOTICE:** Company has approved the land title survey dated 6/5/2022, prepared by George E. Lucas, R.P.L.S. No. 4160. Upon request, and payment of any promulgated premium, Item No. 2 of Schedule "B" may be amended on the Title Policy to read: "shortages in area". If the survey being used is not current, Company must obtain an acceptable T.47 Real Property Affidavit to confirm that no improvements or changes have been made to the subject property since the certification date shown on the survey. Please note, the survey plat provided may not reflect or locate each of the dedicated easements or building lines set out as specific exceptions or contained in restrictive covenants set out on Schedule B. Proposed insured Buyer and/or Lender should review prior to closing.

Countersigned  
Independence Title

By Kathy F. Finner

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE D

GF No. **2328476-HSB**

Effective Date: **July 24, 2023, 8:00 am**

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, as indicated, of the Title Insurance Company issuing this Commitment

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

**Shareholders:**

RE Closing Buyer Corp.

**Directors:**

Donald J. Casey; Alan Colberg; Matthew Kabaker; Kevin Mahony; J. Scott McCall; Virginia Suliman; H. Ilene Topper; Ajay Waghray

**Officers:**

J. Scott McCall-President/CEO; Owen E. Girard-Secretary; Peter Prygelski-Treasurer/Chief Financial Officer

2. The following disclosures are made by the Title Insurance Agent Secured Land Transfers, LLC dba Independence Title issuing this commitment:

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

**TRG Maryland Holdings LLC**

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

**Title Resource Group LLC**

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

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

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is disclosed in paragraph 3.
- (e) For purposes of this paragraph 2, "having, owning, or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage

stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

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

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

"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."

### Title Resources Guaranty Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate			
1	2	3 1	4 53	5	6	7	8

## **TITLE RESOURCES GUARANTY COMPANY**

### **DELETION OF ARBITRATION PROVISION**

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

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title 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 the 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. Judgement upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

---

SIGNATURE

---

DATE



Rev. 09/07/2022

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



Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (<a href="https://www.anywhere.re">https://www.anywhere.re</a>); Anywhere Integrated Services, LLC (<a href="https://www.anywhereis.re">https://www.anywhereis.re</a>); and HomeServices of America, Inc. (<a href="https://www.homeservices.com">https://www.homeservices.com</a>).</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>

## INDEPENDENCE TITLE

### PRIVACY POLICY

Rev. 7/28/2022

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

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



### **IMPORTANT NOTICE**

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

**1-800-526-8018**

ALSO YOU MAY CONTACT  
THE TEXAS DEPARTMENT OF  
INSURANCE AT

**1-800-252-3439**

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) 475-1771

### **AVISO IMPORTANTE**

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

**1-800-526-8018**

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE  
SEGUROS  
DE TEXAS AL

**1-800-252-3439**

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) 475-1771



# Title Commitments FROM A to D

## The ABC's of a Title Commitment

Here's a quick and basic overview of the four schedules of the Commitment for Title Insurance. In general, a title commitment is a commitment by the title company to insure the property and issue a title policy if conditions in the commitment are met.

Please contact your escrow officer with any questions about a particular title commitment or transaction.

SCHEDULE

A

### "A" is for "Actual Facts"

In other words, this is the "Who, What, Where and How Much" of the transaction. You'll see the names of the seller and buyer, the types of policies to be issued, a description of the property, the sales price, and the name of the lender if any.

SCHEDULE

B

### "B" is for "Buyer Notification"

From areas where other parties have some interest or control of the use of property. An example would be a utility easement, where the city would have a part of the land reserved for their use, or a building setback requirement that prevents the homeowner from building within a certain distance from the front of the property. These items are not covered.

SCHEDULE

C

### "C" is for "Clear to Close"

These items must be resolved in order to insure title to the new owner. This would include such things as a mortgage to be paid off, marital status, home improvement liens, unpaid taxes, or a requirement that another person - such as an heir or a former spouse - participate in the sale of the property.

SCHEDULE

D

### "D" is for "Disclosure"

This last section outlines all parties who will collect any part of the insurance premium, including underwriters, title agents and attorneys.



Independence Title

*Make us your personal title company.  
We look forward to taking a special interest in you and your goals.*

[IndependenceTitle.com](http://IndependenceTitle.com)