



First American

Commitment

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

Escrow Officer: Jay Thompson

Email: jdthompson@firstam.com

Underwriter: Richard Strong

Email: rstrong@firstam.com

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

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

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

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

Countersigned at San Antonio, Texas

BY:

Karen A. Young, Authorized Signatory

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 enterderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the 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 1-888-632-1642 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.



First American

SCHEDULE A

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

Effective Date: **February 9, 2025** at 8:00 a.m.

GF No. **NCS-1250709-SLC1**

Commitment No. **25-0168487ITC**, issued **February 21, 2025**, at 8:00 a.m.

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 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: \$1,000.00

PROPOSED INSURED: To Be Determined; and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions and Stipulations.

Proposed Borrower: Huddle House Store 1094 LLC

(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 Estate**

3. Record title to the land on the Effective Date appears to be vested in: **Celtic Bank corporation**

4. Legal description of land: LOT THREE B (3B), OF REPLAT OF BENNY BOYD ADDITION - 2ND FILING, AN ADDITION IN ANDREWS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE 448, UNDER CLERK'S FILE NO. 20-0087 OF THE PLAT RECORDS OF ANDREWS COUNTY, TEXAS.

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.



First American

SCHEDULE B

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **NCS-1250709-SLC1**

EXCEPTIONS FROM COVERAGE

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

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

Restrictions recorded in Volume 399, Page 437; Volume 421, Page 542, Volume 527, Page 55, of the Deed Records of Andrews County, Texas, and the Judgment in Cause No. 9006, of the District Court of Andrews County, Texas.

Any covenants or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 {c}.

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 2025, 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. An easement and/or right of way granted to Texas Electric Service Company, as set forth and defined by instrument recorded in Volume 163, Page 466; Volume 166, Page 235; Volume 439, Page 433; and Volume 478, Page 431, of the Deed Records of Andrews County, Texas.
 - b. Easements as set forth on Plat recorded in Slide 385 under Clerk's File No. 14-2639, Slide 411 under Clerk's File No. 16-0687, and Slide 448 under Clerk's File No. 20-0087, of the Plat Records of Andrews County, Texas.
 - c. Terms, conditions and stipulations of any and all unrecorded Lease Agreements, amendments and supplements thereto, existing with the tenants in possession, whether written or oral.
 - d. Rights of Parties in Possession. (Owner's Policy Only)
 - e. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
 - f. All, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all right, privileges, and immunities relating thereto, appearing in Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - g. All conveyances, contracts, deeds, reservations, exceptions, limitations, leases, and similar interests in or to any geothermal energy and associated resources below the surface of land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not, all as provided by Section 2703.056 (a) of the Texas Insurance Code.
 - h. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete 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.)
 - i. Visible and apparent easements on or across property described in Schedule A.
 - j. Pending Disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in or objections to, the title up to the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provisions of this policy. (This exception may be deleted if proposed transaction does not include cost of construction of improvements, construction or repairs.)

- k. The land described in Schedule A of this policy extends only to real property and shall not include any manufactured home or house trailer. Any manufactured home or house trailer on the land is excluded from this policy of title insurance.

- l. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of the county(s) in which the subject property is located, prior to the date hereof. (This exception may be deleted if proposed transaction does not include cost of construction of improvements, construction or repairs.)"

- m. Liability hereunder at the date hereof is limited to the amounts shown in Schedule A of this commitment for title insurance. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. (owner policy only) (this exception may be deleted if proposed transaction does not include cost of construction of improvements, construction or repairs).



First American

SCHEDULE C

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **NCS-1250709-SLC1**

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers, and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing. Company requires an affidavit of debts and liens to be executed at closing.
6. Subject property was conveyed by a Foreclosure Sale Deed filed December 5, 2024, recorded under Clerk's File No. 24-4040, Real Property Records, Andrews County, Texas. Company requires the following:

Satisfactory evidence the Vested Owner and/or the insured have obtained peaceful possession of the subject premises.
7. We must be furnished with a Corporate Resolution of the Board of Directors of Celtic Bank Corporation, authorizing the current transaction and naming the officers authorized to execute the necessary documents. Note: Closer should be satisfied as to the corporate status of said corporation and that same is in good standing.

8. We are to be furnished with satisfactory evidence that Huddle House Store 1094, LLC, a limited liability company, is registered with the Texas Secretary of State. We must also be furnished with a copy of the Articles of Organization in order to determine who may act in its behalf. Additional requirements may be made.
9. Require standard Affidavit of Debts and Liens be executed by seller at or before closing. If any additional debts or liens are listed that may attach to the subject property other than the aforementioned deed of trust, contact the Examination Department immediately for further instruction prior to proceeding with closing.
10. The purchasers in this transaction have been checked for Abstracts of Judgment and/or Federal Liens, or other Involuntary Liens IF THE PURCHASERS' NAMES WERE PROVIDED IN THE INITIAL ORDER. In the event said purchasers' names were not provided in the initial order, or if the originally named purchasers should undertake to convey, mortgage, or otherwise hypothecate said interest being acquired by them, this file is to be returned to the examination staff for further opinion prior to closing the new transaction.
11. NOTE: If you will be obtaining a Residential Owner Policy (T-1R), you may also purchase insurance against boundary discrepancies, boundary conflicts, boundary line issues, encroachments, protrusions and overlaps of improvements existing at the Date of your Policy (unless we add an exception to a specific item). This boundary coverage is not automatically included in the Residential Owner Policy. Boundary coverage is available if you: (1) provide us a satisfactory existing survey, and (2) pay an additional 5% of the basic rate for your residential owner policy.
12. Intentionally deleted.
13. If we are to amend the standard survey exception to read "Shortages in area" and upon payment of the applicable premium (if any), we will require a Category 1A survey from a Registered Public Surveyor acceptable to this Company showing:
 - a) The location of all improvements and the exact location of all building lines in relation to the property lines;
 - b) Easements and/or rights-of-way, dedicated or not, that a physical inspection of the premises would disclose, and
 - c) Indicating and labeling all encroachments, or on the face of the survey stating "NO ENCROACHMENTS."
14. When same is submitted to the Title Department for inspection and approval, additional exceptions and/or requirements may be added.
15. Procedural Rule P-27 as provided for in Article 9.39 of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account. If monies in excess of \$1,500.00 are required to be paid by the Borrower or Seller, Title Agent must be provided with Certified Funds or a Cashier's Check.

IMPORTANT NOTICE RE: TIMING OF DISBURSEMENT OF FUNDS: In accordance with state and federal regulations, as well as the Best Practices set forth by the American Land Title Association adopted by our agency, Integrity Title Company, LLC, will not fund or disburse funds after closing until all incoming deposits have been "collected" by our financial institution. Since WIRES are considered "collected" upon our notice of the wire by our financial institution, we strongly prefer and recommend that the funds sent for closing are sent by wire. While CASHIER'S CHECKS made payable to Integrity Title Company, LLC, are currently accepted as "Good Funds" under state law, please note that we will not fund and disburse on your closing date because it can take up to three additional business days to obtain confirmation that our financial institution has "collected" these funds.
16. Copies of Borrowers and Sellers Drivers License are to be sent to the Title Company for ID.
17. NOTE TO CLOSER: The borrowers/sellers/buyers have not been checked on the Department of the Treasury Specially Designated Nationals (SDN)/Blocked Persons list. It is the responsibility of the closer with access to the personal information of the parties to the transaction, to check the list in the event they believe that their customer may be listed therein. The site can be accessed at: <<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>>

18. House Bill 2061, effective March 29, 2007, requires that a specific notice set forth in the bill be on the top of the first Page of every deed and deed of trust transferring an interest in property to or from an individual:

Notice of confidentiality rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

19. NOTICE: The title insurance policy being issued to you contains an arbitration provision. 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. applies to loan policy only.
20. 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 1099B.
21. All Texas Title Agents must collect a Guaranty Fee of \$2.00 on each owner and lender title insurance policy issued, beginning with closings on May 1, 2019. The Guaranty Fee must be charged for all policies issued in conjunction with any transaction closed on or after May 1, 2019.
22. The following deed(s) affecting said Land were recorded within twenty-four (24) months of the date of this report:

Grantor: Erik K. Martin, ST
Grantee: Celtic Bank Corporation
Recording Date: December 5, 2024
Recording No: 24-4040

The following note is for informational purposes only:

Grantor: Robert Johns and Cassandra Johns
Grantee: Huddle House Store 1094, LLC
Recording Date: April 20, 2021



First American

SCHEDULE D

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

The following Disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance.

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

UNDERWRITER: First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public company formed in Delaware.

Directors: Kenneth D. DeGiorgio, Kurt P. Pfothenauer, Lisa W. Cornel, Mark E. Seaton, David J. Proksel

Officers: President, Chief Executive Officer: Kenneth D. DeGiorgio; Senior Vice President, Secretary: Lisa W. Cornehl; Chief Financial Officer: Mark E. Seaton

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

AGENT: First American Title Insurance Company (Direct Operation)

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:
First American Financial Corporation 100%

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:
NONE

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
Kenneth D. DeGiorgio, Kurt P. Pfothenauer, Lisa W. Cornel, Mark E. Seaton, David J. Proksel

If the Title Insurance Agent is a corporation, the following is a list of its officers:
Officers: President, Chief Executive Officer: Kenneth D. DeGiorgio; Senior Vice President, Secretary: Lisa W. Cornehl; Chief Financial Officer: Mark E. Seaton

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	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$0.00

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

Amount	To Whom	For Service
\$ (or %)		
\$ (or %)		
\$ (or %)		

"* 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."



FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment for Title Insurance Form (T-7)

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 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



First American

Important Notice

ISSUED BY

First American Title Insurance Company

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

First American Title Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: First American Claims at 1-888-632-1642

Toll-free: 1-888-632-1642

Email: claims.nic@firstam.com

Mail: 1 First American Way, Santa Ana, CA 92707

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

First American Title Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: First American Claims at 1-888-632-1642

Teléfono gratuito: 1-888-632-1642

Correo electrónico: claims.nic@firstam.com

Dirección postal: 1 First American Way, Santa Ana, CA 92707

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030