

THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER  
ATTACHED TO ALL TITLE INSURANCE COMMITMENTS.

**Required Language for a Title Insurance Commitment Cover Letter**

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

**This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.**

# AGENTS

NATIONAL TITLE INSURANCE

IMPORTANT NOTICE	AVISO IMPORTANTE
To obtain information or make a complaint:	Para obtener informacion o para someter una queja:
You may call Agents National Title Insurance Company's toll-free telephone number for information or to make a complaint at:	Usted puede llamar al numero de telefono gratis de Agents National Title Insurance Company's para informacion o para someter una queja al:
<b>866-483-2763</b>	<b>866-483-2763</b>
You may also write to Agents National Title Insurance Company at:  Agents National Title Insurance Company 1207 W. Broadway St., Ste. C Columbia, MO 65203	Usted tambien puede escribir a Agents National Title Insurance Company at:  Agents National Title Insurance Company 1207 W. Broadway St., Ste. C Columbia, MO 65203
You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:	Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:
<b>800-252-3439</b>	<b>800-252-3439</b>
You may write the Texas Department of Insurance: P.O. Box 12030 Austin, TX 78711-2030 Fax: 512-490-1007 Web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a>	Puede escribir al Departamento de Seguros de Texas: P.O. Box 12030 Austin, TX 78711-2030 Fax: 512-490-1007 Web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a>
<b>PREMIUM OR CLAIM DISPUTES:</b> Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.	<b>DISPUTAS SOBRE PRIMAS O RECLAMOS:</b> Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).
<b>ATTACH THIS NOTICE TO YOUR POLICY:</b> This notice is for information only and does not become a part or condition of the attached document.	<b>UNA ESTE AVISO A SU POLIZA:</b> Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Issued By

COMMITMENT NUMBER: 8993-23-41881TB



1207 W. Broadway, Suite C  
 Columbia, MO 65203  
 Phone: 866-483-2763 Fax: 573-442-3927

Website: [www.AgentsTitle.com](http://www.AgentsTitle.com)

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

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 (Agents National Title Insurance Company, a Missouri corporation) 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.

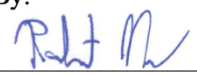
This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

AGENTS NATIONAL TITLE INSURANCE COMPANY



By:   
 David Townsend, President



By:   
 Robert Noce, Secretary



## 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.

## 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 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 1-866-483-2763 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.



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 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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



## SCHEDULE A

Effective Date: 11/20/2023 at 8:00 AM

GF No.: 8993-23-41881TB

Commitment No. 8993-23-41881TB, issued 14th day of February, 2024

1. 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 (T-1R)  
Policy Amount: \$425,000.00  
PROPOSED INSURED: T B D
- c. Loan Policy of Title Insurance (Form T-2)  
Policy Amount: \$425,000.00  
PROPOSED INSURED: N/A, 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.  
Proposed Borrower: T B D
- 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)  
Policy 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 Effective Date appears to be vested in:

ROGYAS LLC

4. Legal Description of Land:

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WALKER WILSON LEAGUE SURVEY NO. 2, ABSTRACT NO. 27, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 1.29 ACRE TRACT RESERVED BY D. C. MOORE AS SHOWN ON THE PLAT OF MOORELAND ADDITION, A SUBDIVISION OF RECORD IN BOOK 8, PAGE 134, TRAVIS COUNTY TEXAS PLAT RECORDS SAID TRACT FURTHER DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN



1.2113 ACRE TRACT OF LAND CONVEYED TO SUE ANN MOORE MEYER AS SOLE HEIR AND INDEPENDENT ADMINISTRATOR OF THE ESTATE OF D. C. MOORE, DECEASED, PURSUANT TO A JUDGMENT RENDERED IN CAUSE NO. 6489, PROBATE COURT, BURNET COUNTY TEXAS AND RECORDED IN VOLUME 12388, PAGE 963 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, TRACT BEING 0.797 OF AN ACRE OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron pipe found in the east right-of-way line of F M Highway No. 2304, also referred to as Manchaca Road, an existing public right-of-way of varying width, same point being in the north line of Lot 8, Block 5, of said Mooreland Addition, same being the south line of said 1.29 and 1.2113 acre tract, at the southwest corner of said 1.2113 acre tract, for the southwest corner and the POINT OF BEGINNING of the herein described tract,

THENCE, leaving the north line of said Lot 8, following the east right-of-way line of said F M Highway No 2304, same being the west line of said 1.2113 acre tract, N00°14'30"W, 200.02 feet to an iron pipe found at the beginning of a curve at the southeast intersection of said F M Highway No. 2304 and Mooreland Drive, an existing 50' right-of-way, for the northwest corner of the herein described tract,

THENCE, with a curve to the right, having a radius of 25.00 feet, an arc length of 39.21 feet and whose chord bears N44°41'15"E, 35.21 feet to an iron pipe found at the end of said curve, same point being in the south right-of-way line of said Mooreland Drive,

THENCE, following the south right-of-way line of said Mooreland Drive, same being the north line of said 1.29 and 1.2113 acre tract, N89°37'00"E, 130.19 feet to an iron pin set, for the northeast corner of the herein described tract,

THENCE, leaving said right-of-way line, S00°12'30"E, 225.07 feet to an iron pin set in the south line of said 1.29 and 1.2113 acre tract, same being the north line of Lot 9, Block 5 of said Mooreland Addition, for the southeast corner of the herein described tract,

THENCE, following the south line of said 1.29 and 1.2113 acre tract, same being the north line of said Lot 9 and Lot 8, Block 5, Mooreland Addition, S89°39'30"W, 155.00 feet the POINT OF BEGINNING containing 0.797 of an Acre Of Land.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Countersigned:

*Bryan Trevor Schilling*

\_\_\_\_\_  
Authorized Signatory  
Trevor Schilling, License #: 3030899  
Patten Title Company





## 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:

Item 1, Schedule B is hereby deleted

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2024, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy 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 2024 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. Rights of parties in possession. (Owner's Title Policy)
  - b. Intentionally deleted.
  - c. Intentionally deleted.
  - d. Utility easement(s) 5 feet in width along the rear property line(s), as shown by the recorded plat of said subdivision.
  - e. A 15' wide permanent waterline easement and temporary working space easement located across the west portion of the property, awarded to the City of Austin by Judgment of Court in Absence of Objection rendered in proceedings in eminent domain in Probate Court No. 1, Travis County, Texas, under Cause No. 2040, recorded in [Volume 11556, Page 1003](#) , of the Real Property Records of Travis County, Texas.
  - f. Any and all unrecorded leases and/or rental agreements, with rights of tenants in possession.
  - g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
  - h. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, 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 the geothermal energy and associated resources below the surface of the land that are not listed.
  - i. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner's and Loan Policy(ies): 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 Travis County, Texas, prior to the date hereof.

Owner's Policy(ies) Only: Liability hereunder at the date hereof is limited to \$\_\_. 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 in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of 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.

Loan Policy(ies) Only: 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 increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
  - j. Variance of fence and property line(s), as evidenced by Survey dated April 2, 2002, prepared by Steve H. Bryson, Registered Professional Land Surveyor No. 4248, Job No. S7-272u. (Owner's Policy Only)
  - k. Encroachment of concrete slab and metal roof covering into and over that area covered by overhead electric lines, as evidenced by Survey dated April 2, 2002, prepared by Steve H. Bryson, Registered Professional Land Surveyor No. 4248, Job No. S7-272u. (Owner's Policy Only)



1. Rights of 3rd parties in and to overhead electric lines across subject property, as evidenced by Survey dated April 2, 2002, prepared by Steve H. Bryson, Registered Professional Land Surveyor No. 4248, Job No. S7-272u. (Owner's Policy Only)



## 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. Vendor's Lien retained in Deed dated June 5, 2015, filed for record under Travis County Clerk's File No(s). [2015088447](#), executed by HOWARD SMITH and IRENE B. SMITH n/k/a IRENE BALDERRAMA to ROGYAS LLC, securing one promissory note of even date therewith in the principal amount of \$281,250.00, payable as therein provided to the order of SOUTHSIDE BANK; said note being additionally secured by Deed of Trust of even date therewith in favor of JAMES D. VANDEVENTER, Trustee(s), and all terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien, by instrument(s) filed for record under Travis County Clerk's File No(s). [2015088448](#).
6. The Company will require closer review the following documents prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: ROGYAS LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member;
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps;
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member;
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin; and
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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



7. Intentionally deleted.

8. NOTE TO SELLER AND BUYER:

Restrictive covenants and/or other documents that appear as exceptions to the coverage ("Exception Documents") in this Commitment will not be provided automatically. If Exception Documents are needed, the company requires written request be submitted to the Title Agent; and must identify the specific document(s) needed and a valid email address be provided for delivery of said requested documents. Upon receipt of written request, Title Agent will perform reasonable efforts to comply with said request and include an invoice which may be charged to the Buyer at time of closing or deducted from the earnest money if the sales agreement/contract should terminate or fail to close.

9. In an effort to further protect the interest of the buyer, Patten Title Company will be issuing the T-19.1 Endorsement on the Owners Title Policy upon review of an adequate survey of the property. If you would like more information about the protection T-19.1 provides, or to opt out of the coverage, please contact your closing team.

10. For informational purposes only; the following deed(s) affecting said Land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded on June 5, 2015, under Travis County Clerk's File No. [2015088447](#) , wherein the grantee acquired subject property.

Prior Deed(s) found of record affecting the Land was/were recorded under Travis County Clerk's File No(s). [2002180839](#) .

11. NOTE: Existing Survey has been reviewed and approved. Item 2 of Schedule B will be amended to read "Shortages in Area" in the Loan Policy and upon payment of the applicable premium, in the Owner's Policy.

Countersigned:



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Trevor Schilling, License #: 3030899  
Authorized Signatory



SCHEDULE D

The information contained in this Schedule D does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

Pursuant to the requirement 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 **Agents National Title Insurance Company**:

DIRECTORS:	Joseph Manion, Jr.	OFFICERS:
Mark Casale	David Weinstock	Mark Casale, President
William Kaiser	Christopher Curran	David Weinstock, CFO
Todd Mendolia	Joseph Meehan	Mary Gibbons, Secretary
Jeff Cashmer	Robert Noce	

Agents National Title Holding Company owns 100% of the stock of Agents National Title Insurance Company. Essent Title Holdings, Inc. owns 100% of the stock of Agents National Title Holding Company.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
- a. Shareholders, owners, partners, or other persons having, owning, or controlling on percent (1%) or more of the title agent are:  
Patten Title, LP., BJ Wheeler Family, LLC
  - b. Shareholders, owners, partners, or other persons 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 are:  
Silver Ball, LLC, Eric Fontanot, Patrick Hurst, Tiffany Stillwell, Brian Adair
  - c. If the Title Insurance Agent is a corporation, the following is a list of members of the Board of Directors:
  - d. If the Title Insurance Agent is a corporation, LLC, an LP, or an LLP, the following is a list of its officers and/or managers and/or managing partner(s) (with titles):  
Eric Fontanot, President, Secretary, and Treasurer
  - e. For the purposes of this paragraph 2, "having owning, or controlling: includes the right to receipt 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	\$2,545.00
Loan Policy	\$100.00
Endorsement Charges	\$0.00
Other	\$
Total	\$2,645.00

Of this total amount: \$396.75 (or 15 %) will be paid to the policy issuing Title Insurance Company; \$2,248.25 (or 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 SERVICE
\$		
\$		
\$		

\*The estimate 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.



## PURPOSE OF THIS NOTICE

Agents National Title Insurance Company and its affiliates (“Agents National Title,” “we,” “us,” and “our”) share your concerns about privacy. As such, in accordance with federal and state laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing our title insurance products.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the state in which you reside generally prohibit us from sharing nonpublic personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. In compliance with the GLBA and the laws of this state, we are providing you with this document, which notifies you of the privacy policies and practices of Agents National Title.

## OUR PRIVACY POLICIES AND PRACTICES

### I. Information we collect and sources from which we collect it:

We do not collect any nonpublic personal information about you other than the following:

Information we receive from you or from your attorney, agent, or other representatives, or from our affiliated and unaffiliated third parties, by verbal or written communication, on applications or other forms, or by other means;

Information about your transactions with us, including your contact information and information concerning you and the real property that is the subject of your transaction;

Information about you from individuals and companies other than those proposed for coverage, including your real estate agent(s), title agent(s), lender(s), insurer(s) or other individuals and companies with which you do business; and

Information from government entities, public records, affiliated and non-affiliated third parties, and social media networks.

Information we collect may include, but may not be limited to

Real name  
Alias  
Postal Address  
File Number  
Financial Account Number  
Policy Number  
Driver’s License Number  
Unique Personal Identifier  
Online Identifier\*  
Internet Protocol Address\*  
Email Address  
Account Name  
Social Security Number  
Passport Number  
Characteristics of protected classifications under applicable law  
Commercial Information  
Biometric Information  
Internet or other electronic network activity\*  
Geolocation data\*



Professional or Employment-Related Information  
Education Information  
Signature  
Telephone Number  
State Identification Card Number  
Credit Card Number  
Debit Card Number  
Inferences Drawn From Any Collected Information

\*If you access our Website

## **II. How we use your Information and Information we disclose to third parties:**

We may use your information as follows:

To provide our services and products to you, including to fulfill your transaction or to handle a claim;

To respond to your requests, feedback, or inquiries;

To comply with applicable laws and regulations; or

To comply with industry standards and policies.

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your prior authorization to the following types of institutions for the reasons described:

To a third party such as a surveying, real estate tax research, municipal data firm, or other third party if the disclosure will enable that party to perform a business, professional, or insurance function in conjunction with your transaction that you have requested or that is fundamental to services and products provided by us for you;

To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud, or misrepresentation in connection with an insurance transaction;

To an insurance institution, agent, or credit reporting agency for either us or the entity to which we disclose the information to perform a function in connection with an insurance transaction involving you;

To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting, fraud, or if we believe that you have conducted illegal activities, or to otherwise comply with federal, state or local laws or judicial or administrative orders or requests;

To an actuarial or research organization for the purpose of conducting actuarial or research studies;

To lenders, lienholders, judgment creditors, or other parties having or claiming an interest in the real property that is the subject of your transaction for the purpose of providing our services and products to you;

To a third party in connection with a merger, acquisition, bankruptcy, or other transaction in which a third party assumes control of our business.

## **III. Your right to access and amend your personal information:**

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and identity of the persons, institutions, or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a





reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments, or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from Agents National Title: You should submit a request in writing to Agents National Title Insurance Company, 1207 West Broadway, Ste C, Columbia, MO 65203. The request should include your name, address, policy number, telephone number, and the information to which you would like access. The request should state whether you would like access in-person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in-person or the copies that you have requested.

To obtain access to your information from the issuing agent: You should submit your written request including the specified information to the address stated on your title insurance product. The request should include the same information mentioned above for requests to Agents National Title.

To correct, amend, or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment, or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

**IV. Our practices regarding information confidentiality and security:**

We restrict access to nonpublic 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 and state laws and regulations to guard your nonpublic person information.

**V. Our Policy regarding dispute resolution:**

As allowed by applicable law, any controversy, or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**VI. Reservation of the right to disclose information in unforeseen circumstances:**

In connection with the potential sale or transfer of its interest, Agents National Title, your issuing agent, and their respective affiliates reserve the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be successor in interest of Agents National Title or your issuing agent with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.

**ADDITIONAL INFORMATION APPLICABLE ONLY TO CALIFORNIA RESIDENTS**

The **California Consumer Privacy Act** (“CCPA”) provides consumers (California residents) with specific rights regarding certain of their personal information. Terms used in this notice have the same definitions as provided under the CCPA. This section describes your CCPA rights and explains how to exercise those rights. Please note that except with respect to CCPA § 1798.150, your rights under the CCPA may apply to your personal information, if any, that is not collected, processed, sold, or disclosed pursuant to the federal Gramm-Leach-Bliley Act, and implementing regulations, or the California Financial Information Privacy Act.

**I. Access to Specific Information**



You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you.
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

## II. Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### I. Right to Opt Out

We do not sell your personal information to third parties and do not intend to do so in the future.

## III. Exercising Access and Deletion Rights

To exercise the access and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at (866) 483-2763
- Submitting a request to [info@agentstitle.com](mailto:info@agentstitle.com) or at [www.agentstitle.com](http://www.agentstitle.com)
- Mailing a request to Agents National Title Insurance Company, 1207 W. Broadway, Ste. C, Columbia, MO 65203

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information.

You may only make a verifiable consumer request for access or deletion once within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.



Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

#### *Response Timing and Format*

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time, we will inform you of the reason and extension period in writing. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance. We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### **IV. Non-Discrimination**

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.

- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

- Provide you a different level or quality of goods or services.

- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

#### **V. Minors**

**If you are a California resident under the age of 18, California Business and Professions Code § 22581** permits you to request and obtain removal of content or information you have publicly posted on any of our applications or websites. To make such a request, please submit a request to one of the contacts detailed under Section VII, below.

#### **VI. Other California Privacy Rights**

California Civil Code Section § 1798.83 permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. If you are a user of our Website and would like to make such a request, please write us at: Agents National Title Insurance Company, 1207 W. Broadway, Ste. C, Columbia, MO 65203

#### **VII. Contact Information**

If you have any questions or comments about the ways in which we collect and use your information described in the Privacy Policy, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: 866-483-2763



Email: [info@agentstitle.com](mailto:info@agentstitle.com)

Website: [agentstitle.com](http://agentstitle.com)

Postal Address: Agents National Title Insurance Company, 1207 W. Broadway, Ste C, Columbia, MO 65203

