

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

COMMITMENT FOR TITLE INSURANCE

Issued by

National Investors Title Insurance Company



P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687  
(919) 968-2200 • www.invtitle.com

We (National Investors 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.

**National Investors Title Insurance Company**



Attest

President

Secretary

By: Authorized Counter Signature

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



## National Investors Title Insurance Company

### 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>
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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 National Investors Title Insurance Company at 1-877-256-8098 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.



National Investors Title Insurance 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 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.”

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SIGNATURE

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DATE



**National Investors Title Insurance Company**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call National Investors Title Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-256-8098**

You may also write to National Investors Title Insurance Company at:

**3445 Executive Center Dr.  
Suite 110  
Austin, TX 78731**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact National Investors Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de National Investors Title Insurance Company's para informacion o para someter una queja al:

**1-877-256-8098**

Usted tambien puede escribir a National Investors Title Insurance Company:

**3445 Executive Center Dr.  
Suite 110  
Austin, TX 78731**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con National Investors Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**COMMITMENT FOR TITLE INSURANCE**

Issued By

***National Investors Title Insurance Company***

**SCHEDULE A**

Effective Date: **May 27, 2024, 08:00 a.m.**

GF No. **S2201436CL**

Commitment issued: **June 5, 2024**

1. The policy or policies to be issued are:
  - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
  
Policy Amount: **TBD**  
PROPOSED INSURED: **TBD**
  - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
  - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (f) OTHER  
Policy Amount:  
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:  
**14.89 ACRES FM 646, LLC, a Texas limited liability company**
4. Legal description of the land:  
**SEE ATTACHED EXHIBIT "A"**

## EXHIBIT "A"

### TRACT 1:

**FIELD NOTE DESCRIPTION** of a 10.420 acre tract out of Lots 2 and 3 of the East Dickinson Subdivision, recorded in Volume 140, Page 6 of Galveston County Plat Records, situated within the Rodney Anthony Survey, Abstract 630, City of League City, Galveston County, Texas, and being the remaining portion of Tract I as recorded in Document No. 2019029811, Galveston County Official Public Records; in all, said 10.420 acre tract being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found at the intersection of the north right-of-way line of F.M. Road 646 (120 feet wide) and a line coincident with the approximate west line of said Rodney Anthony Survey, the west line of said Lot 3, and the east right-of-way line of an unnamed street (25 feet wide) per Hall's Addition to Nicholstone, recorded in Volume 215, Page 414, Galveston County Deed Records, for the southwest corner of the herein described tract;

**THENCE**, along the aforementioned line, North 02° 54' 02" West, at 482.27 feet passing a 1/2" iron rod with mangled yellow cap found for the northwest corner of said Lot 3 and southwest corner of said Lot 2, and continuing in all a total distance of 681.32 feet, to the northwest corner of the herein described tract, from whence a 5/8" iron rod with yellow plastic cap stamped "Geosurvey" found, bears South 87° 03' 06" West, 1.15 feet;

**THENCE**, departing said line and across said Lot 2, North 87° 03' 06" East, 660.00 feet to a point on the east line of said Lot 2, coincident with the west line of Restricted Reserve 'F' per South Shore Boulevard Extension – South, recorded in Volume 2006A, Page 175, of said Plat Records, for the northeast corner of the herein described tract, from whence a 5/8" iron rod with yellow plastic cap stamped "Geosurvey" found, bears South 87° 03' 06" West, 1.10 feet;

**THENCE**, along said line, South 02° 54' 02" East, at 198.56 feet passing a 1" iron pipe found for the southeast corner of said Lot 2 and the northeast corner of said Lot 3, and continuing in all a total distance of 700.42 feet, to a 1/2" iron rod with orange plastic cap stamped "WESTWOOD" set on the north line of said F.M. Road 646 for the southeast corner of the herein described tract and the beginning of a non-tangent curve to the left;

**THENCE**, with the north line of said F.M. Road 646 and along the arc of said curve, having an arc length of 660.35 feet, a radius of 11,519.16 feet, a delta of 03° 17' 04", and a chord bearing and distance of South 88° 42' 33" West, 660.26 feet to the **POINT OF BEGINNING**.

### TRACT 2:

**FIELD NOTE DESCRIPTION** of a 4.048 acre tract out of Lot 6 of the East Dickinson Subdivision, recorded in Volume 140, Page 6 of Galveston County Plat Records, situated within the Rodney Anthony Survey, Abstract 630, City of League City, Galveston County, Texas, being out of Tract II as recorded in Document No. 2019029811, Galveston County Official Public Records; in all, said 4.048 acre tract being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found on the south line of Restricted Reserve 'F' per South Shore Boulevard Extension – South, recorded in Volume 2006A, Page 175, of said Plat Records for the northwest corner of said Lot 6 and the herein described tract;

**THENCE**, along the north line of said Lot 6 coincident with the south line of said Restricted Reserve 'F', North 87° 09' 39" East, 340.78 feet to a 5/8" iron rod found for the northeast corner of the herein described tract and the northwest corner of a called 1.0 acre tract conveyed unto New Hope Baptist Church of League City, recorded in Document No. 9311511, said Official Public Records;

**THENCE**, departing said line and across said Lot 6 and along the west line of said 1.0 acre tract, South 03° 00' 16" East, at 495.66 feet passing a 5/8" iron rod found, and continuing in all a total distance of 530.30 feet to a 5/8" iron rod found on the north right-of-way line of F.M. Road 646 (120 feet wide) at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract;

**THENCE**, along the arc of said curve, having an arc length of 342.72 feet, a radius of 11,519.16 feet, a delta of 01° 42' 17", and a chord bearing and distance of North 88° 35' 49" West, 342.70 feet to a 1/2" iron rod with orange plastic cap stamped

**“WESTWOOD” set on the west line of said Lot 6 coincident with the east right-of-way line of an unnamed street (40 feet wide) per said East Dickinson Subdivision, for the southwest corner of the herein described tract;**

**THENCE, departing said right-of-way and along said west line, North 02° 54' 02” West, at 22.55 feet passing a TXDOT Type II monument, and continuing in all a total distance of 504.95 feet to the POINT OF BEGINNING.**

**NOTE: The Company is prohibited from insuring the area or quantity of 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.**



## COMMITMENT FOR TITLE INSURANCE

Issued By

### *National Investors Title Insurance Company*

#### SCHEDULE B

#### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' 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):

**Item 1, Schedule B is hereby deleted in its entirety.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety 'shortages in area'.**
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 harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year **2024**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that 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. **Rights of Parties in Possession. (OWNER POLICY ONLY)**
  - b. **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.**
  - c. **Right of parties in possession and tenants, as tenants only, under any unrecorded rental or lease agreements. (May be amended or deleted with appropriate affidavit)**
  - d. **Intentionally deleted.**
  - e. **Intentionally deleted.**
  - f. **Intentionally deleted.**
  - g. **Electric Line Easement:  
From: League City 35 Acres, Limited  
To: Texas-New Mexico Power Company  
Dated: January 4, 1988  
Recorded: cc# 8820345, Real Property Records, Galveston County, Texas, and as indicated on survey prepared on March 13, 2023, under the supervision of Ethan C. Oelke, R.P.L.S. #6926.**
  - h. **Easement:  
From: 14.89 Acres FM 646, LLC  
To: The City of League City, Texas  
Dated: September 9, 2019  
Recorded: cc# 2019053312, Real Property Records, Galveston County, Texas, and as indicated on survey prepared on March 13, 2023, under the supervision of Ethan C. Oelke, R.P.L.S. #6926.**
  - i. **Mineral Reservation in Deed:  
By: William T. Fuhrhop, Trustee  
To: Paul Hopkins and wife, Geraldine P. Hopkins  
Dated: August 11, 1990  
Recorded: cc# 9028574, Real Property Records, Galveston County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.**
  - j. **Mineral Deed:  
By: William T. Fuhrhop, Trustee  
To: Endev, Inc.  
Dated: September 28, 1990  
Recorded: cc# 9033773, Real Property Records, Galveston County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.**
  - k. **Intentionally deleted.**

**The right to prohibit, limit, restrict or control access to Highway FM 646, as set forth in instrument recorded in , Real Property Records, Galveston County, Texas.**

- i. Terms, Conditions, and Stipulations in the Agreement by and between:  
Parties: State of Texas, acting by and through the Texas Department of Transportation and 14.98 Acres FM 646, LLC; Douglas F Latimer, Jr., Trustee  
Dated: May 31, 2023  
Recorded: CC# 2023043180, Real Property Records, Galveston County, Texas.**

## COMMITMENT FOR TITLE INSURANCE

Issued By

### *National Investors Title Insurance Company*

#### 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, subcontractors, 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. 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 T-1 AND T-2 POLICIES ONLY.
6. The Schedule B exception regarding "Rights of Parties in Possession" will be deleted from the Owner's Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that they understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.
7. This Company must follow the Rules as set out by the Texas Department of Insurance in disbursing the funds provided by the Assured and/or Insured on Schedule A of this commitment. Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which will require that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund account. "Good Funds" is defined as; (1) Cash or Wire Transfers; (2) Certified funds, including certified checks and cashiers checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, travelers checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts, and any other item when collected by the Financial Institution. For the benefit of all parties, The Company has adopted a policy that uncertified funds, in the aggregate, may not exceed the sum of \$1,500.00.
8. We will require an original Tax Certificate be provided, showing all taxes paid current, prior to issuance of any title policies. (If this transaction is not closing in our office, please let us know if we need to order the tax certificate.

- 9. Except in an exempt transaction, the Company MUST be furnished with the Seller's social security OR tax identification number AND all other information necessary to complete IRS Form 1099-S.
- 10. Company requires a legible copy of a current driver's license or other positive proof of identification of the parties to the closing.
- 11. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.
- 12. Intentionally deleted.
- 13. As to 14.89 ACRES FM 646, LLC, a Limited Liability Company, we will require a LLC Formation Documents, Company Agreements, and Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the company.

**NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.**

- 14. We will require the final survey with signature and seal of the property to be prepared by a Registered Professional Land Surveyor acceptable to this Company. When same is submitted to the Title Production Department for inspection and approval, additional exceptions and/or requirements may be added. Survey prepared on March 13, 2023, under the supervision of Ethan C. Oelke, R.P.L.S. #6926 needs to be updated per the conveyances of land to the State of Texas for Right-of-Way purposes.
- 15. Twenty-four Month Chain of Title:

The following is a list of DEEDS affecting title to the real property described supra for the preceding twenty-four months:

None of Record

Vesting Deed to owners shown herein is dated June 6, 2019 and recorded in cc# 2019029811, Real Property Records, Galveston County, Texas.

Countersigned  
University Title Company



By \_\_\_\_\_  
Authorized Counter Signature

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

GF No. **S2201436CL**

Effective Date: **May 27, 2024, 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 National Investors Title Insurance Company is a wholly owned subsidiary of Investors Title Company.

Directors: J. Allen Fine; James A. Fine, Jr.; W. Morris Fine; C. Toddy Murphy; L. Dawn Martin

Officers: J. Allen Fine, Chief Executive Officer; W. Morris Fine, President and Chief Operating Officer; James A. Fine, Jr., Executive Vice President and Chief Financial Officer; Michael W. Aiken, Senior Vice President and Secretary; C. Todd Murphy, Senior Vice President and Treasurer

2. The following disclosures are made by University Title Company, the title agent issuing this commitment.

A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of University Title Company are as follows:

National Investors Holdings, LLC

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

Investors Title Company

The following is a list of its officers and directors:

C. Todd Murphy, Chief Financial Officer; L. Dawn Martin, Secretary; Michael W. Aiken, Senior Vice President, Compliance Officer and Senior Counsel; Eric McNeese, General Counsel; Tom Berry, CEO; Stephanie Lozano, COO; Jennifer Price, President; Kary Mersmann, Senior Vice President - Commercial & Residential Services Division; Charles Marino, Vice President - Title Production; Michelle Merritt, Vice President - Human Resources and Operations

The name of any person who is not a full-time employee of Title Insurance Agent and who receives and 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.

For purposes of this paragraph 2, "having, owning or controlling: includes the right to receipt of a percentage net income, gross incomes, 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>\$10,988.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$10,988.00</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."

## 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 endenterlo complemente antes de la fecha para finalizar su transacción.</p>
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Your Commitment of 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 you 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 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 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

**Investors Title  
Company**

121 North Columbia Street (27514)  
P.O. Drawer 2687  
Chapel Hill, North Carolina  
27515-2687

919.968.2200, 800.326.4842  
Fax: 919.968.2227  
Email: corporate@invtitle.com  
www.invtitle.com

Rev. 9/2011

### Investors Title Company Privacy Statement

<b>FACTS</b>	<b>WHAT DOES INVESTORS TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?</b>
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<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all of 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.
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<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 transaction history</li> <li>• purchase history and mortgage rates and payments</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>
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<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 Investors Title Company chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does Investors Title Company Share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes-</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes-</b> information about your creditworthiness	No	No
<b>For our affiliates to market to you</b>	No	No
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 800-326-4842 or go to <a href="http://www.invtitle.com">www.invtitle.com</a>
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<b>Who are we?</b>	
<b>Who is providing this notice?</b>	Investors Title Company, Investors Title Insurance Company, National Investors Title Insurance Company, Investors Trust Company*

<b>What we do?</b>	
<b>How does Investors Title Company protect my personal information?</b>	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. We will continue to enhance our physical, electronic and procedural safeguards as new technologies become available.
<b>How does Investors Title Company collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• open an account or apply for insurance</li> <li>• file a claim or provide your mortgage information</li> <li>• show your government issued ID</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <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> State laws and individual companies may give you additional rights to limit sharing.

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Investors Title name; financial companies such as Investors Title Insurance Company; and nonfinancial companies such as Investors Title Management Services, Inc.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Investors Title Company does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Investors Title Company does not jointly market.</i></li> </ul>

<b>Other Important Information</b>	
*This notice also applies to Investors Title Exchange Corporation, Investors Title Accommodation Corporation, Investors Title Management Services, Inc., and Investors Title Capital Management Company. Investors Title Company may disclose information to Nonaffiliates as permitted by law.	



**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

From: University Title Company  
 GF Number: S2201436CL  
 Property Address: The South 2/5ths of Lot 2 and all of the portion of Road 646 in East Dickinson, Dickinson, TX 77539  
 Date: June 5, 2024

Thank you for contacting University Title for your title insurance needs. This is to give you notice that University Title has business relationships with National Investors Title Insurance Company, a title insurance underwriter, and RealTaxCONNECT, LLC, a tax certificate provider. For more information about these companies, please visit our website at [www.utitle.com](http://www.utitle.com). University Title, National Investors Title Insurance Company, and RealTaxCONNECT are affiliated through common ownership. Because of this relationship, this referral may provide University Title a financial or other benefit.

Set forth below is the estimated charge for title insurance coverage and tax certificates on your property.

You are NOT required to use National Investors Title Insurance Company as a condition for settlement of your loan on the subject property. Prices and forms for title insurance in Texas are established uniformly for title insurance companies by the Texas Department of Insurance. OTHER SETTLEMENT SERVICE PROVIDERS WITH SIMILAR SERVICES MAY BE AVAILABLE. YOU ARE FREE TO COMPARE PROVIDERS TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

TYPE OF POLICY	AMOUNT OF INSURANCE	ESTIMATED CHARGE
Owner's Policy		
(charges based on policy amount):	\$100,000	\$832
	\$250,000	\$1623
	\$500,000	\$2940
	\$1,000,000	\$5575
	\$1,500,000	\$7740
Lenders Policy		
(Simultaneous issue with Owner's)	\$100,000	\$100
	\$250,000	\$100
	\$500,000	\$100
	\$1,000,000	\$100
	\$1,500,000	\$100

(See Schedule D of your Title Insurance Commitment for specific premium pricing)

**TAX CERTIFICATES**

Galveston County \$0 to \$150  
 Galveston County \$0 to \$150

(See your Settlement Statement/Closing Disclosure for exact amount)

**ACKNOWLEDGEMENT**

I/we have read this disclosure form and understand that University Title may be referring me/us to purchase title insurance from National Investors Title Insurance Company and that University Title may receive a financial or other benefit as a result of this referral.

\_\_\_\_\_  
 Customer Date

\_\_\_\_\_  
 Customer Date