

OWNER'S POLICY OF TITLE INSURANCE (T-1)

Issued by Chicago Title Insurance Company



POLICY NO.
44-901-100-4715003001

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions or location of any improvement erected on the Land;
 - (c) subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Chicago Title Insurance Company

Authorized Countersignature



By:

CHICAGO TITLE INSURANCE COMPANY

President

Attest:

Secretary

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Insurance Company
Attention: Claims
PO Box 45023
Jacksonville, FL 32232-5023

G.F. No. 4715003001

Policy No. 44-901-100-4715003001

Address for Reference only: , , TX



Date of Policy: April 24, 2024 at 10:15 am

1. Name of Insured: **KNA Partners, a Texas Joint Venture and River Oaks Highland, LLC**

2. The estate or interest in the land that is insured by this policy is:
Fee Simple

3. Title is insured as vested in:
KNA Partners, a Texas Joint Venture and River Oaks Highland, LLC

4. The land referred to in this policy is described as follows:
See Exhibit A Attached

Exhibit A

Tract 1:

3.0018 acres of land lying and being situated in the John Flowers Survey, Abstract 269, Harris County, Texas, and being a part of the 64.2 acre tract described in a correction deed to United Creosoting Company recorded in Volume 2411, Page 390, Deed Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4" iron pipe marking the Southeasterly corner of a 20 foot railroad easement conveyed to the Texas and New Orleans Railroad Company by deed dated April 14, 1952, and recorded in Volume 2452, Page 31, Deed Records of Harris County, Texas and marking the Southwesterly corner of the tract herein described;

THENCE N 00°03'00" W along the easterly line of said 20 foot railroad easement 504.05 feet to a railroad spike for corner in the Southwesterly line of Todd Road based on 60 feet in width;

THENCE S 49°41'00" E along the Southwesterly line of Todd Road a distance of 503.75 feet to a 3/4" iron pipe at its intersection with the Westerly line of Afton Street based on 60 feet in width;

THENCE S 0°03'00" E along the Westerly line of Afton Street 177.32 feet to a 3/4" iron pipe for corner;

THENCE S 89°53'00" W 383.82 feet to the point or Place of Beginning and containing as aforesaid 3.0018 acres of land.

NOTE: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

Survey legal as follows:

Being a 3.00 acre (130,732 sq. ft.) tract comprising all of that certain Best Pak Rem, Inc (Waste Management of Texas, Inc.) tract recorded in Harris County Clerk's File No. K563581 in the John Flowers Survey, A-269, Houston, Harris County, Texas and more particularly described by metes and bounds as follows;

Beginning at a 5/8" iron rod (N 13,859,106.13 E 3,086,663.26) found for the Northeast corner of this 9.78 acre tract and the Southeast corner the most North corner of this 3.00 acre tract and the Northeast corner of that certain Texas & New Orleans Railroad easement (Vol. 2452, Pg. 31, Harris County Deed Records);

Thence S 51°50'44" E (Call S 49°41'00" E) along the south right-of-way line of Todd Road a distance of 503.75 feet to a wood power pole found for a point for corner;

Thence S 02°13'14" E (Call S 00°03'00" E) along the west right-of-way line of Afton Road (60' ROW) a distance of 177.32 feet to a 5/8" iron rod found for the Southeast corner of this 3.00 acre tract;

Thence S 87°43'34" W (Call S 89°53'00" W) along the North boundary line of that certain 3.5977 acre John Beeson tract (RP-2021-303507 Official Real Property Records of Harris County Texas) a distance of 383.76 feet (Call 383.82') to a 5/8" iron rod found for the Southwest corner of this 3.00 acre tract;

Thence N 02°13'18" W (Call N 00°03' W) along the east right-of-way line of said 20' wide Texas &

New Orleans Railroad a distance of 504.00' (Call 504.05') to the POINT OF BEGINNING.

Tract 2:

All that certain 4.0056 acres of land out of the John Flowers Survey, A-269, Houston, Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 3/4" iron rod marking the southeast corner of that certain 4.00 acre tract as described in a deed dated February 25, 1988, from Crow & Associates, Inc. to Crow-Simmons-Hollingsworth, Ltd., filed in the Office Public Records of Real Property of Harris County, Texas, at Clerk's File No. L781635, Film Code No. 123-74-1014;

THENCE S 89 degrees 57 minutes 15 seconds W - 383.64 feet, with the south line of said 4.00 acre tract, to a found 3/4" iron pipe for corner;

THENCE N 00 degrees 05 minutes 22 seconds W - 454.41 feet, with the west line of said 4.00 acre tract, to a found 3/4" iron pipe for corner;

THENCE N 89 degrees 53 minutes 23 seconds E - 383.95 feet, with the north line of said 4.00 acre tract, to a found 5/8" iron rod for corner;

THENCE S 00 degrees 03 minutes 00 seconds E - 454.84 feet, with the west right-of-way line of Afton Street (60 feet wide), to the POINT OF BEGINNING and containing 4.0056 acres (174,482 square feet) of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

Survey legal as follows:

Being a 4.00 acre (174,420 sq. ft.) tract comprising all of that certain USA Waste Services of Houston, Inc. tract recorded in Harris County Clerk's File No. T324511 in the John Flowers Survey, A-269, Houston, Harris County, Texas and more particularly described by metes and bounds as follows;

Beginning at a 3/4" iron pipe in concrete (N 13,857,716.28 E 3,087,100.88) found for the Southeast corner of 4.00 acre tract and the Northeast corner that certain Best Pak Disposal, Inc. 8.00 acre tract (HCCF No. M055837);

Thence S 87°47'12" W (Call S 89°57'15" W) a distance of 383.48 feet (Call 383.64') to a 3/4" iron pipe in concrete found for the Southwest corner of this 4.00 acre tract and the Northwest corner of said Best Pak 8.00 acre tract;

Thence N 02°13'45" W (Call N 00°05'22" W) along the East right-of-way line of a 20 feet wide Texas-New Orleans railroad easement (Volume 2533, Pg. 350, Harris County Deed Records) a distance of 454.33 feet (Call 454.41') to a 3/4" iron pipe in concrete found for the Northwest corner of this 4.00 acre tract and the Southwest corner of Block 2, Restricted Reserve B, Lovett Manor Retirement Community Subdivision (Film Code No. 535045 Harris County Map Records);

Thence N 87°41'57" E (Call N 89°53'23" E) a distance of 383.83' (Call 383.95') to a 5/8" iron rod found for the Northeast corner of this 4.00 acre tract and the Southeast corner of said Block 2, Restricted Reserve B.

Thence S 02°11'08" E (Call S 00°03' E) along the west right-of-way line of Afton Drive (60' ROW) a distance of 454.92' (Call 454.84') to the POINT OF BEGINNING.

Tract 3:

A tract or parcel of land lying and being situated in John Flowers Survey, Abstract Number 269, in Harris County, Texas, being a portion of a 64.200 acre tract of land conveyed to United Creosoting Company by Mrs. Emilie Janke, by Correction Deed dated March 12, 1952, recorded in Volume 2411, Page 390, of the Deed Records of Harris County, Texas, being described as follows, to-wit:

COMMENCING at a 3/4 inch pipe set in the North line of Long Point Road at the point of intersection of the West line of Afton Street, which said street was dedicated to the Public by Deed dated April 15, 1952;

THENCE North 00 deg. 03 min. 00 sec. West along the West line of Afton Street, a distance of 435.6 feet to a point for the Place of Beginning Southeast corner of this tract;

THENCE continuing North 00 deg. 03 min. 00 sec. West along the West line of Afton Street, a distance of 907.93 feet to a point for the Northeast corner of this tract;

THENCE South 89 deg. 53 min. 00 sec. West a distance of 383.82 feet to a point in the East line of a 20 foot Railroad Lead Line Easement of the T & N O Railroad Company for the Northwest corner of this tract;

THENCE South 00 deg. 03 min. 00 sec. East along the East line of said 20 foot Railroad Lead Line Easement, a distance of 907.93 feet to a point in the Northline of the Joe F. Kilgore One (1) acre tract for the Southwest corner of this tract;

THENCE North 89 deg. 53 min. 00 sec. East along the North line of said Joe F. Kilgore One (1) acre tract and the North line of 3.039 acre tract of the Long Point Realty Company, a distance of 383.82 feet to the Place of Beginning and containing an area of 8.00 Acres, more or less.

A portion of subject property being dedicated to the City of Houston and to the Public for Street Right-of-way Purposes as set forth by instrument recorded under Clerk's File No. M554429, of the Official Public Records of Harris County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

Survey Legal as follows:

Being a 8.00 acre (348,510 sq. ft.) tract comprising all of that certain Best Pak Disposal, Inc. 8.00 acre tract recorded in Harris County Clerk's File No. M055837 in the John Flowers Survey, A-269, Houston, Harris County, Texas and more particularly described by metes and bounds as follows;

Beginning at a 3/4" iron pipe in concrete (N 13,857,716.28 E 3,087,100.88) found for the Northeast corner of this 8.00 acre tract and the Southeast corner that certain USA Waste Services of Houston, Inc. tract (HCCF No. T324511)

Thence S 02°17'57" E (Call S 00°03'E) along the West right-of-way line of Afton Drive (60' ROW) a distance of 907.77 feet (Call 907.93') to a 5/8" iron rod found for the Southeast corner of this 8.00 acre tract and the Northeast corner of that certain Humphrey Family Subdivision (Film Code No.

518248 Harris County Map Records);

Thence S 87°50'47" W (Call S 89°53' W) along North line of said Humphrey Family Subdivision a distance of 384.52 feet (Call 383.82') to a 4" Hackberry tree found for the Southwest corner of this 8.00 acre tract and from which a iron rod with cap (4705) found disturbed bears S 87°50'47" W - 20.00';

Thence N 02°14'00" W (Call N 00°03' W) along the East right-of-way line of that certain 20 feet wide Texas-New Orleans railroad easement (Volume 2533, Pg. 350, Harris County Deed Records) a distance of 907.37 feet (Call 907.93') to a 3/4" iron pipe in concrete found for the Northwest corner of this 8.00 acre tract and the Southwest corner of said USA Waste Services tract;

Thence N 87°47'12" E (Call N 89°53' E) a distance of 383.48' (Call 383.82') to the POINT OF BEGINNING

Tract 4:

Being a 9.789 acre tract or parcel of land out of the John Flowers Survey, Abstract 269, City of Houston, Harris County, Texas, and being part of the Tracts of land conveyed to Louis B. Wackman, Jr., from Warren F. Wackman by Deed recorded in Film Number F136274, of the Harris County Clerk's Files and more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found in a chain link fence at the Southeast corner of a tract said to contain 7.552 acres conveyed to Big 3 Welding Equipment, Inc., by Deed recorded in P241430, Harris County Clerk's File and in the West line of a 20 foot easement conveyed to the Texas New Orleans Railroad by United Creosoting Company and recorded in Volume 2533, Page 350, Deed Records of Harris County, Texas.

THENCE along the West line of said 20 foot easement, south 02 degrees 14 minutes 32 seconds East, a distance of 530.88 feet to a 5/8 inch iron rod set, for the Point of Beginning of the herein described 9.789 acre tract;

THENCE continuing along the West line of said 20 foot easement, South 02 degrees 14 minutes 32 seconds East, 979.11 feet to a 5/8 inch iron rod set for the Southeast corner of the tract herein described;

THENCE South 87 degrees 50 minutes 10 seconds West, a distance of 435.44 feet to a 5/8 inch iron rod set in the East line of Lot 5 of the Point Place Subdivision (unrecorded) for the Southwest corner of the herein described tract;

THENCE North 02 degrees 14 minutes 32 seconds West, along the East line of the said Point Place Subdivision, a distance of 979.43 feet to a 5/8 inch iron rod set in the east line of Lot 25 of the Point Place Subdivision (unrecorded) for the Northwest corner of the herein described tract;

THENCE North 87 degrees 52 minutes 41 seconds East, along the North line of the herein described tract for a distance of 435.44 feet to the Point of Beginning and containing 9.789 acres, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

Survey Legal as Follows:

Being a 9.78 acre (426,068 sq. ft.) tract comprising all of that certain USA Waste Services of Houston, Inc. tract recorded in Harris County Clerk's File No. T553540 in the John Flowers Survey, A-269, Houston, Harris County, Texas and more particularly described by metes and bounds as follows;

Beginning at a 5/8" iron rod (N 13,857,772.63 E 3,086,694.88) found for the Northeast corner of this 9.78 acre tract and the Southeast corner that certain Block 1, Restricted Reserve A, Lovett Manor Retirement Community Subdivision (Film Code No. 535045 Harris County Map Records);

Thence S 02°14'03" E (Call S 00°14'32" E) along the West right-of-way line of that certain 20 feet wide Texas-New Orleans railroad easement (Volume 2533, Pg. 350, Harris County Deed Records) a distance of 979.34 feet (Call 979.11') to a iron rod with cap (4705) disturbed found for the Southeast corner of this 9.78 acre tract;

Thence S 87°50'47" W (Call S 87°50'10" W) along the North line of that certain Humphrey Family Subdivision (Film Code No. 518248 Harris County Map Records) a distance of 435.19 feet (Call 435.44) to a 5/8" iron rod found for the Southwest corner of this 9.78 acre tract and the Northwest corner of said Humphrey Family subdivision;

Thence N 02°13'49" W (Call N 02°14'32" W) along the East boundary line of the Point Acres Subdivision (unrecorded) a distance of 978.91 feet (Call 979.43') to a 5/8" iron rod found for the Northwest corner of this 9.78 acre tract and the Southwest corner of said Block 1, Restricted Reserve A;

Thence N 87°47'25" E (Call N 87°52'41" E) a distance of 435.12' (Call 435.44') to the POINT OF BEGINNING.

Tract 5:

Being a 0.625 acre tract or parcel of land out of the John Flowers Survey, Abstract 269, City of Houston, Harris County, Texas, and being part of the 20 foot easement from United Creosoting Company to Texas and New Orleans R.R. Company as recorded in Volume 2533, Page 350, Harris County Deed Records and more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found in a chain link fence at the southeast corner of a tract said to contain 7.552 acres conveyed to Big 3 Welding Equipment, Inc., by Deed recorded in P241439, Harris County Clerk's File and in the West line of a 20 foot easement conveyed to the Texas New Orleans Railroad by United Creosoting Company and recorded in Volume 2533, Page 350, Deed Records of Harris County, Texas.

THENCE along the West line of said 20 foot easement, South 02 degrees 14 minutes 32 seconds East, a distance of 148.14 feet to a 5/8 inch iron rod set, for the Point of Beginning of the herein described 0.625 acre tract.

THENCE North 87 degrees 41 minutes 17 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set in a chain link fence line marking the easterly line of said 20 foot easement for the Northeast corner of the herein described tract;

THENCE along the East line of said 20 foot easement, South 02 degrees 14 minutes 32 seconds East, 1,361.8 feet to a 5/8 inch iron rod set for the southeast corner of the tract herein described;

THENCE South 87 degrees 50 minutes 10 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set for the southwest corner of the tract herein described;

THENCE North 02 degrees 14 minutes 32 seconds West, along the westerly line of said 20 foot

easement, also being the easterly line of a 9.789 acre tract, passing a 5/8 inch iron rod found at 979.11 feet in all a distance of 1,361.75 feet to the Point of Beginning and containing 0.625 acres, more or less, and being the same property described by metes and bounds on Exhibit B, attached to an Affidavit Regarding Reverters dated February 17, 1999, recorded under Harris County Clerk's File No. T553541.

NOTE: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

Survey legal as follows:

Being a 0.626 acre (27,247 sq. ft.) tract comprising all of that certain called Tract 2 - 0.625 acre tract described in Exhibit B of Affidavit Regarding Reverter deed recorded in Harris County Clerk's File No. T553541 in the John Flowers Survey, A-269, Houston, Harris County, Texas and more particularly described by metes and bounds as follows;

Beginning at a 5/8" iron rod (N 13,857,772.63 E 3,086,694.88) found for the Northeast corner of that certain USA Waste Services of Houston, Inc. 9.78 acre tract (HCCF No. T553540) and the Southeast corner of that certain Block 1, Restricted Reserve A of Lovett Manor Retirement Community Subdivision (Film Code No. 535045 Harris County Map Records);

Thence N 02°13'33" W along the East line of said Block 1, Restricted Reserve A a distance of 382.31 feet to a 5/8 inch iron rod with aluminum cap "MARTIN OLSON SURVEY INC RPLS 4524" set for the Northwest corner of this 0.626 acre tract;

Thence N 87°41'57" E a distance of 20.00 feet to a 3/4" iron pipe in concrete found for the Northwest corner of that certain Tract 2 - 4.00 acre USA Waste Services of Houston, Inc. tract (HCCF No. T324511);

Thence S 02°13'45" E (Call S 00°05'22" E) a distance of 454.33 feet (Call 454.41') to a 3/4" iron pipe in concrete found for the Southwest of said Tract 2 - 4.00 acre tract and the Northwest corner of that certain Tract 3 - 8.00 acre Best Pak Disposal, Inc. tract (HCCF No. M055837);

Thence S 02°14'00" E (Call S 00°03' E) a distance of 907.37' (Call 907.93') to a 4" Hackberry found for the Southwest corner of said Tract 3 - 8.00 acre tract and the Southeast corner of this 0.626 acre tract and from which a chain link fence corner bears 1.2' S & 0.2' E;

Thence S 87°50'47" W a distance of 20.00' to a iron rod with cap "4705" found disturbed for the Southeast corner of said Tract 4 - 9.78 acre tract and the Southwest corner of this 0.626 acre tract;

Thence N 02°14'03" W (Call N 00°14'32" W) a distance of 979.34' (Call 979.11') to the POINT OF BEGINNING.

Tract 6:

Lot Twenty-one (21) of POINT PLACE SUBDIVISION, an addition in Harris County, Texas, shown on unrecorded plat dated May 6, 1946, out of the John Flowers Survey, in Harris County, Texas, being particularly described by metes and bounds as follows:

BEGINNING at a point on the East line of that certain tract of land conveyed by H. J. Antoine dated March 8, 1946, recorded in Volume 1432, Page 118 of the Deed Records of Harris County, Texas. Said point being North 0 deg. 3T East 1143.77 feet from its Southeast corner;

THENCE N. 89 deg 30' West 157.40 ft. to a point on the East line of a 60 ft. roadway called "Antoine

Drive";

THENCE N. 0 deg. 31' East along the East line of Antoine Drive, a distance of 50 ft. to a point for corner, and this point or corner being the common Southwest corner of Lot 21 of Point Place Subdivision and the beginning point of the tract intended to be conveyed by this deed;

THENCE continuing North 0 deg. 31' East along the said East line of Antoine Drive; a distance of 50 ft. to a point for corner, and this corner being the common Northwest corner of said Lot 21 of Point Place Subdivision;

THENCE S. 89 deg. 30' East 157.40 ft. to a point for corner on the East line of said Antoine Tract, and this point being the common Northeast corner of said Lot 21;

THENCE S. 0 deg. 31' West 50 ft. to a point for corner, and this point being the common Southeast corner of said Lot 21;

THENCE N. 89 deg. 30' West 157.40 ft. to a point on the East line of Antoine Drive to the Place of Beginning, the tract conveyed by this deed and being the common Southwest corner of said Lot 21.

Survey legal as follows:

Being Lot 21 of POINT PLACE SUBDIVISION (unrecorded) conveyed by The Huckabee Company of Houston, LLC to Waste Management of Texas, Inc. (RP-2022-198019 Official Public Records of Real Property of Harris County, Texas) in the John Flowers Survey, A-269, Houston, Harris County, Texas and more particularly described by metes and bounds as follows;

Beginning at a 5/8" iron rod (N 13,857,530.62 E 3,086,110.55) found for the Southwest corner of said Lot 21 and from which a iron rod with cap "RPLS 4372" found for the Northwest corner of that certain Frank's Auto subdivision (Film Code 458126 Map Records of Harris County) bears S 02° 12'09" E - 49.91' (Call 50');

Thence N 02°13'17" W along the East right-of-way line of Antoine Drive (80' ROW) a distance of 50.00' to a 5/8" iron rod (Bent) found for the Northwest corner of Lot 21;

Thence N 87°54'41" E an distance of 158.18' (Call 157.40') to the Northeast corner of Lot 21 and from which an found iron rod with cap "TRI TECH" bears N 87°54'41" E-0.58' and an 5/8" iron rod found for the Northwest corner of Tract 4 USA Waste Services of Houston, Inc. 9.78 acre tract (Harris County Clerk's File No. T553540) bears N 02°13'49" W-169.63';

Thence S 02°13'49" E along the West boundary line of said Tract 4 a distance of 49.57' (Call 50') to the Southeast corner of Lot 21;

Thence S 87°45'16" W; passing at 0.84' a iron rod with cap "TRI TECH" found on line; for a total distance of 158.18' (Call 157.40') to the POINT OF BEGINNING.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

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

Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as shown on map/plat and document set forth below:

Document - and under Clerk's File No. R829807, of the Official Public Records of HARRIS County, Texas. (As to Tract 3) under Clerk's File No. 2024-144221, of the Real Property Records of Harris County, Texas. (all Tracts)

2. Shortages in area.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
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 right of access to that area or easement along and across that area.
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.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):

- a. **Intentionally Deleted**

- b. **Unrecorded Lease by Waste Management as tenant and KNA Partners, a Texas Joint Venture and River Oaks Highland, LLC as landlord**
- c. **Intentionally Deleted**
- d. **Intentionally Deleted**
- e. **Intentionally Deleted**
- f. **A Right-of-way for electric distribution and communication lines dated April 30, 1968, as granted to Houston Lighting & Power Company, as set forth and described in instrument recorded May 22, 1968, in Volume 7201, Page 525 (C712673), of the Deed Records of HARRIS County, Texas. Does not affect Tract 1, but affects and as shown on ALTA/NSPS Land Title Survey prepared by Martin Olson Survey, Inc., under the supervision of Kevin A. Olson RPLS No. 4524 dated December 4, 2023, last revised March 13, 2024. (As to Tract 3)**
- g. **Intentionally Deleted**
- h. **Intentionally Deleted**
- i. **Intentionally Deleted**
- j. **Intentionally Deleted**
- k. **Intentionally Deleted**
- l. **Terms, conditions and stipulations as set forth by that certain Notice of Storm Water Quality Requirements dated March 29, 2004, recorded April 13, 2004, under Clerk's File No. X529684, of the Official Public Records of HARRIS County, Texas, as shown on ALTA/NSPS Land Title Survey prepared by Martin Olson Survey, Inc., under the supervision of Kevin A. Olson RPLS No. 4524 dated December 4, 2023, last revised March 13, 2024. (as to Tracts 2, 3 and 4)**
- m. **Terms, conditions and stipulations as set forth by that certain Dedication For Street Right-of-Way granted to the City of Houston by instrument dated October 11, 1989, recorded March 16, 1990, under Clerk's File No. M554429, of the Official Public Records of Harris County, Texas, as shown on ALTA/NSPS Land Title Survey prepared by Martin Olson Survey, Inc., under the supervision of Kevin A. Olson RPLS No. 4524 dated December 4, 2023, last revised March 13, 2024. (As to Tract 3)**
- n. **Intentionally Deleted**
- o. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated November 9, 1990, recorded under Clerk's File No. M935456, of the Official Public Records of HARRIS County, Texas. Reference to which instrument is**

here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

- p. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated November 9, 1990, recorded under Clerk's File No. M955278, of the Official Public Records of HARRIS County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- q. 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 reservation of mineral interest that are not listed.
- r. Intentionally Deleted
- s. Easement five (5) feet wide along the East property line, as shown on the plat recorded under Volume 5, Page 35, plat records of Harris County, Texas, and as shown on ALTA/NSPS Land Title Survey prepared by Martin Olson Survey, Inc., under the supervision of Kevin A. Olson RPLS No. 4524 dated November 30, 2023, last revised March 13, 2024. (As to Tract 6)
- t. City of Houston, Texas, Ordinance No. 6617, establishing building lines on Antoine Drive, a certified copy of which is recorded in Volume 2336, Page 209, of the Deed Records of Harris County, Texas. (As to Tract 6)
- u. City of Houston, Texas, Ordinance No. 81-415, designating and describing Antoine Drive, a certified copy of which is filed under Harris County Clerk's File No. G894452. (As to Tract 6)
- v. Intentionally Deleted
- w. Intentionally Deleted
- x. Section 14 of the Conditions of this Policy is hereby deleted.

**RESTRICTIONS, ENCROACHMENTS, MINERALS ENDORSEMENT-
OWNERS POLICY (Form T-19.1)**



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy No. **44-901-100-4715003001** issued by **CHICAGO TITLE INSURANCE COMPANY**

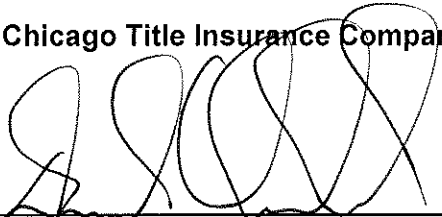
1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b "Improvement" means a building, structure, road, walkway, driveway, or curb, affixed to either the Land or adjoining land and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
 - c "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b Enforced removal of an Improvement located on the Land at Date of Policy as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation;
 - c A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation; or
 - d Enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy that causes a loss of the Insured's Title.
4. The Company insures against loss or damage sustained by reason of:
 - a An encroachment of:
 - i an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
 - ii an Improvement located on adjoining land onto the Land at Date of Policy unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i. or 4.a.ii.; or
 - b A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
 - c Damage to an Improvement located on the Land, at Date of Policy that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or
 - d Damage to an Improvement located on the Land on or after Date of Policy, resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a any Covenant contained in an instrument creating a lease;
 - b any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c except as provided in Paragraph 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;

- d contamination, explosion, fire, fracturing, vibration, earthquake, or subsidence; or
- e negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company


Authorized Countersignature

By:



President

Attest:



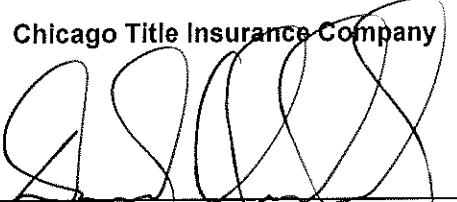
Secretary

MINERALS AND SURFACE DAMAGE ENDORSEMENT T-19.2

Attached to Policy No. **44-901-100-4715003001** issued by **CHICAGO TITLE INSURANCE COMPANY**, Herein called the Company.


The Company insures the Insured against loss which the insured shall sustain by reason of damage to improvements (excluding lawns shrubbery or trees) located on the Land on or after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of coal, lignite, oil, gas or other minerals excepted or excluded on Schedule A, item 2 or excepted in Schedule B. This endorsement does not insure against loss resulting from subsidence.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the amount of insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Authorized Countersignature



CHICAGO TITLE INSURANCE COMPANY

By: 
President

Attest: 
Secretary

ACCESS ENDORSEMENT T-23



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy No. 44-901-100-4715003001
issued by
Chicago Title Insurance Company
herein called Company.

The Company insures against loss or damage sustained by the insured if, at Date of Policy: (i) the land does not abut and have both actual vehicular and pedestrian access to and from **Afton Drive (Tracts 1, 2 and 3)** (the "Street"), or (ii) the Street is not physically open.

This endorsement is made a part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Authorized Countersignature



CHICAGO TITLE INSURANCE COMPANY

By:

President

Attest:

Secretary

ACCESS ENDORSEMENT T-23



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy No. 44-901-100-4715003001
issued by
Chicago Title Insurance Company
herein called Company.

The Company insures against loss or damage sustained by the insured if, at Date of Policy: (i) the land does not abut and have both actual vehicular and pedestrian access to and from **Todd Road (Tract 1)** (the "Street"), or (ii) the Street is not physically open.

This endorsement is made a part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company

[Handwritten Signature]
Authorized Countersignature



By:

[Handwritten Signature]

President

Attest:

[Handwritten Signature]

Secretary

CONTIGUITY ENDORSEMENT T-25.1

Attached to Policy No. **44-901-100-4715003001** issued by **Chicago Title Insurance Company** herein called the Company

The Company insures against loss or damage sustained by the insured by reason of the presence of any gaps, strips, or gores lying between Tracts 4 and 5; and Tracts 2, 3 and 5

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

[Handwritten signature]
Authorized Countersignature



CHICAGO TITLE INSURANCE COMPANY

By: *[Handwritten signature]*
President

Attest: *[Handwritten signature]*
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
 6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) If the grantee wholly owns the named Insured,
 - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are

both wholly-owned by the same person or Entity, or

- (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered

HAVE A COMPLAINT OR NEED HELP?

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

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

Chicago Title Insurance Company

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

Call: Intake Supervisor at 402-498-7000

Toll-free: 888-453-4095

Online: www.ctic.com
Email: claimsinquiries@fnf.com
Mail:
2533 North 117th Avenue
Omaha, NE 68164

The Texas Department of Insurance

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

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail:
Consumer Protection, MC: CO-CP
Texas Department of Insurance
P.O. Box 12030
Austin, TX 78711-2030

¿TIENE UNA QUEJA O NECESITA AYUDA?

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

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

Chicago Title Insurance Company

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

Llame a: Intake Supervisor al 402-498-7000

Teléfono gratuito: 888-453-4095

En línea: www.ctic.com
Correo electrónico: claimsinquiries@fnf.com
Dirección postal:
2533 North 117th Avenue
Omaha, NE 68164

El Departamento de Seguros de Texas

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

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico:
ConsumerProtection@tdi.texas.gov
Dirección postal:
Consumer Protection, MC: CO-CP
Texas Department of Insurance
P.O. Box 12030
Austin, TX 78711-2030

Conditions Continued

Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a mortgagee policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect, or (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The

proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage.

Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and

- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION.

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.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance.

Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the laws of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at: National Claims Administration PO Box 45023 Jacksonville, Florida 32232-5023.