

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, Exceptions and Exclusions.

SCHEDULE A

Effective Date: **February 23, 2026, 8:00 am**

GF No. **A2602012**

Commitment No. **A2602012**, issued **March 9, 2026, 5:00 pm**

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: **\$10,000.00**
PROPOSED INSURED: **Hereford Development, LLC**
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED: **TBD**

Proposed Borrower: **Hereford Development, LLC**
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
Hereford Development, LLC
4. Legal description of land:
TENTATIVE LEGAL DESCRIPTION, NOT FOR CONVEYING OR FOR POLICY. SEE REQUIREMENT IN SCHEDULE C, ITEM NO. 5.

Being 14.42 acres of land, more or less, out of the Simeon D. Carothers Survey, Abstract #177 and the M.J. Pleasant, Abstract # 652, Bell County, Texas, and being the property described in Partial Release of Lien recorded in Instrument #2026008065, Official Public Records of Real Property of Bell County, Texas; and being out of and a part of that property conveyed to Hereford Development, LLC in Correction Special Warranty Deed, recorded in Instrument #2023018938, Official Public Records of Real Property of Bell County, Texas.

Countersigned
American Abstract & Title Co., Inc.

By: 

Authorized Signatory

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Instrument #2025042315, Instrument #2025042333 and Instrument #2025042377, Official Public Records of Real Property of Bell County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2026**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2026** 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. **Temporary Access and Construction Easement dated 4/17/2023, filed and recorded 4/19/2023 under #2023016363, Official Public Records of Real Property of Bell County, Texas.**
- b. **Utility easement agreement between Deborah Yowell Farley, in her capacity as Trustee of the Deborah Yowell Farley 1998 Trust and Sheryl Yowell Anderson, in her capacity as Trustee of the Sheryl Yowell Anderson 1988 Trust and the City of Killeen dated 8/24/2020, filed 8/25/2020 in Instrument # 2020044883, Official Public Records of Real Property of Bell County, Texas,**
- c. **Right-of-Way Easement granted to Oncor Electric Delivery Company, LLC by instrument dated 9/13/2013, recorded under Instrument #2013-00048261, Official Public Records of Real Property of Bell County, Texas.**
- d. **Permanent drainage easement and temporary construction easement agreement dated 5/16/2012, recorded under Instrument # 2012-00019733, Official Public Records of Real Property of Bell County, Texas.**
- e. **Utility easement granted to City of Killeen by instrument recorded under Volume 5888, Page 796, Volume 5888, Page 849, Instrument # 2006-025339, Instrument # 2006-025340 and Instrument #2008-00048234, Official Public Records of Real Property of Bell County, Texas.**
- f. **Memorandum of Tower Site Lease and Access Easement between Deborah Yowell Farley 1998 Trust, Sheryl Yowell Anderson 1988 Trust, and William Howell "Landlord" and Towers of Texas, Inc, "Tenant" dated 3/13/01 filed in Volume 4422, Page 452, Official Public Records of Real Property of Bell County, Texas, and corrected in Volume 4633, Page 530, Official Public Records of Real Property of Bell County, Texas.**
- g. **Oil and Gas Lease dated 10/26/1978, recorded in Volume 1578, Page 613, Deed Records of Bell County, Texas, executed by and between O.P. Yowell, Yowell Development Corporation, LESSOR, and Adobe Oil & Gas Corporation, LESSEE. Covers Two tracts of land as shown on document**

We will REQUIRE Affidavit of Non-production be executed by two parties, one of which is a disinterested party, and that same be filed of record in Bell County, Texas, in order to eliminate the described Oil, Gas and Mineral Lease.
- h. **Agreement of Ground Lessor between Deborah Yowell Farley 1998 Trust and Sheryl Yowell Anderson 1988 Trust and Towers of Texas, Inc dated 2/27/2003 filed in Volume 4943, Page 345, Official Public Records of Real Property of Bell County, Texas.**
- i. **Right-of-Way Easement granted to Texas Utilities Electric Company by instrument dated 10/1/1986, recorded in Volume 2387, Page 216, Deed Records of Bell County, Texas.**
- j. **Easements to Texas Power & Light Company, as recorded in Volume 971, Page 264, Volume 1030, Page 54, Volume 1183, Page 71, Volume 1394, Page 149, and Volume 1427, Page 245, Deed Records of Bell County, Texas.**
- k. **Easement granted to West Bell County Water Supply Corporation by instrument recorded in Volume 1168, Page 753, Deed Records of Bell County, Texas.**
- l. **Subject to The Preserve at a Thousand Oaks Community Manual as recorded in Instrument #2025042337, Official Public Records of Real Property of Bell County, Texas.**
- m. **Subject to The Preserve at a Thousand Oaks Adoption of Working Capital Assessment as recorded in Instrument #2025042324, Official Public Records of Real Property of Bell County, Texas.**
- n. **Rights of adjoining property owners in and to the use of party walls as set out in Restrictions recorded in Instrument #2025042333, Official Public Records of Real Property of Bell County, Texas.**
- o. **Beneficial interest of use and enjoyment in and to the common area appurtenant thereto as defined in the Declaration of Covenants, Conditions and Restrictions set forth under Instrument #2025042315, Official Public Records of Real Property of Bell County, Texas.**

- p. Maximum Annual Assessments as established in Instrument #2025042315, Official Public Records of Real Property of Bell County, Texas.**
- q. Subject to easements as set out in The Preserve at a Thousand Oaks Master Covenant recorded in Instrument #2025042315, Official Public Records of Real Property of Bell County, Texas.**
- r. 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 on Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
- s. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.**
- t. 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.**
- u. Any and all visible or apparent easements and rights of way over, under and across subject property.**
- v. Any and all leases, recorded or unrecorded, with rights of tenants in possession.**

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We must be furnished with a survey plat, with correct description, including metes and bounds, of the property to be insured, and showing all easements that affect subject property, prepared by a Licensed Public Surveyor acceptable to this Company. When same is submitted, it is to be returned to the examiner for inspection and approval and possible further requirements.**
6. **We REQUIRE a Resolution in recordable form authorizing mortgaging of the property and authorizing specific officers to act on behalf of Hereford Development, LLC be filed of record in Bell County, Texas.**
7. **We REQUIRE current Franchise Tax Account Status be furnished to us by the Office of Comptroller of the State of Texas for the borrower.**
8. **FOR INFORMATIONAL PURPOSES TO ESTABLISH CHAIN OF TITLE:**
THE FOLLOWING DEED(S) ARE DISCLOSED AS EVIDENCE OF 24 MONTH CHAIN OF TITLE
INSTRUMENT: Special Warranty Deed
GRANTOR: DSY Land Company, LP
GRANTEE: Hereford Development, LLC
EXECUTED ON: 4/17/2023
FILED ON: 4/19/2023
VOL/PAGE: 2023016359 and corrected in Instrument # 2023018938
DESCRIPTION: 98.75 acres save and except 0.23 acres
9. **This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective March 1, 2026. Information necessary to comply with the RRE Rule must be provided and certified to American Abstract & Title Co, Inc. and/or its appointed vendor, prior to closing. If reporting is required, closing (including funding) cannot be scheduled or occur on or after March 1, 2026, unless all information required, from Buyer and Seller, to complete the Real Estate Report is provided and certified to the Title Agent. Buyer/seller shall pay all costs and fees to prepare and file the FinCEN report, if required.**
10. **Guaranty Fee in the amount of \$2.00 for each Owner's Title Policy and \$2.00 for each Loan Title Policy must be**

collected on any file closing or funding on or after May 1, 2019.

11. We must be furnished with tax certificates from all authorities within whose taxing jurisdiction the property is located certifying all taxes paid up to and including 2025. TITLE COMPANY WILL OBTAIN TAX CERTIFICATE(S) UNLESS INSTRUCTED OTHERWISE AT TIME ORDER IS PLACED..
12. Please collect and remit \$35.00 for each tax certificate to AMERICAN ABSTRACT & TITLE CO., INC.
13. Upon payment of all standby fees and taxes due and the payment of applicable premium, Item No. 3 on Schedule "B" of the Loan Title Policy only will be amended to read as follows: "Standby fees and taxes for the year 2026 and subsequent years, 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 the previous tax year. Company insures that standby fees and taxes for the year 2026 are not yet due and payable."
14. Policy Guaranty Fee in the amount of \$2.00 for each Owner's Title Policy and \$2.00 for each Loan Title Policy must be collected on any file closing or funding on or after May 1, 2019.
15. Upon approval of a survey, by Approved Surveyor, showing all improvements, easements and encroachments, and upon the payment of the applicable premium, if any, Item No. 2 on Schedule "B" of the Owner and/or Loan Title Policy will be amended to read as follows: "Any shortages in area." Additionally, the exception to visible and apparent easements on Schedule "B" will be deleted in the Loan Title Policy.
16. We must be furnished with a properly executed Affidavit of Debts and Liens, executed by the seller(s).
17. We must be furnished with a properly executed Waiver of Inspection, executed by the purchaser(s).

THIS PARAGRAPH IS NOT APPLICABLE TO TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE (FORM T-1R) ONE-TO-FOUR FAMILY RESIDENCES...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 \$2,000,000.00 OR LESS. IF YOU WANT TO RETAIN YOUR RIGHT TO SUE THE COMPANY IN CASE OF 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.

18. This title must be updated prior to closing.

NOTE TO ALL BUYERS, SELLERS, BORROWERS, LENDERS, AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THIS COMMITMENT. THE FOLLOWING CONSTITUTES A MAJOR CHANGE IN THE PROCEDURES AND REQUIREMENTS FOR DISBURSEMENT OF FUNDS BY THE TITLE AGENT PURSUANT TO THIS TRANSACTION: EFFECTIVE AUGUST 1, 1988, THE STATE BOARD OF INSURANCE ADOPTED PROCEDURAL RULE P-27 WHICH REQUIRES THE "GOOD FUNDS" BE RECEIVED AND DEPOSITED BEFORE A TITLE AGENT MAY DISBURSE FROM ITS TRUST FUND ACCOUNT. THE TERM "GOOD FUNDS" IS DEFINED AS: (1) CASH OR WIRE TRANSFERS; (2) CERTIFIED FUNDS, INCLUDING CERTIFIED CHECKS AND CASHIER'S CHECKS; (3) UNCERTIFIED FUNDS IN AMOUNTS LESS THAN \$1,500.00 INCLUDING CHECKS, TRAVELER'S CHECKS, MONEY ORDERS AND NEGOTIABLE ORDERS OR WITHDRAWAL, PROVIDED MULTIPLE ITEMS SHALL NOT BE USED TO AVOID THE \$1,500.00 LIMITATION; (4) UNCERTIFIED FUNDS IN AMOUNTS OF \$1,500.00 OR MORE, DRAFTS, AND ANY OTHER ITEMS WHEN COLLECTED BY THE FINANCIAL INSTITUTION; (5) STATE OF TEXAS WARRANTS.

SCHEDULE D

GF No. **A2602012**

Effective Date: **February 23, 2026, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:**DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

CRAIG R. SMIDDY
DENNIS P. VAN MIEGHEM
RANDE K. YEAGER
STEVEN J. BATEMAN
PETER B. MCNITT
HARRINGTON BISCHOF

JOHN M. DIXON
ARNOLD L. STEINER
JIMMY A. DEW
CHARLES F. TITTERTON
GLENN W. REED

STEVE R. WALKER
A. C. ZUCARO
FREDERICKA TAUBITZ
SPENCER LEROY, III
CHARLES J. KOVALESKI

OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CAROLYN J. MONROE, President
MARK A. BILBREY, CEO
CURTIS J. HOFFMAN, Executive Vice President
DANA C. SOLMS, Executive Vice President
DANIEL M. WOLD, Executive Vice President, Secretary,
General Counsel
GARY J. HORN, Executive Vice President
CHERYL JONES, Executive Vice President
CHRIS G. LIESER, Executive Vice President

RANDE K. YEAGER, Executive Chairman
JEFFERY J. BLUHM, Executive Vice President
MARK M. BUDZINSKI, Executive Vice Preside
PATRICK A. CONNOR, Executive Vice Preside
BENEDICT CORBETT, Vice President, Treasur

ROGER A. GAIO, Executive Vice President
ROBERT E. ZELLAR, Executive Vice President
MICHAEL B. SKALKA, Executive Vice President

Shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. Craig Langford, President/Director
Frank Roberts, Vice-President/Director
Burk A Roberts, Secretary/Director
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$0.00

Of this total amount: 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>
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"*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."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment 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 your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 328-4441 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

DELETION OF ARBITRATION PROVISION

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

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact American Abstract & Title Co Inc. at:

254-526-9525

2501-B E Elms Rd.
Killeen, TX 76542

You may also contact Old Republic National Title Insurance Company at:

1-888-678-1700

400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department

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

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Old Republic National 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:

Puede comunicarse con American Abstract & Title Co Inc. at:

254-526-9525

2501-B E Elms Rd.
Killeen, TX 76542

Usted tambien puede escribir a Old Republic National Title Insurance Company:

1-888-678-1700

400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department

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

1-800-252-3439

Puede escribir al Departament 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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Old Republic National 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.

AMERICAN ABSTRACT & TITLE CO., INC.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of AMERICAN ABSTRACT & TITLE CO., INC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Commitment For Title Insurance

Issued through the Office of:



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

