

COMMITMENT FOR TITLE INSURANCE

Issued By

Chicago Title Insurance Company

SCHEDULE A

Effective Date: **April 18, 2013, 05:00 pm**

GF No. **132359**

Commitment No. _____, issued **April 25, 2013, 01:32 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: **County of Hidalgo, Texas**
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower: **County of Hidalgo, Texas**
 - (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:
Tract 1: Idalia Iracema Garza and husband, Javier Garza and Isaias M. Garcia and wife, Yolanda Garcia, as their interest may appear.

Tract 2: Noe Garcia (if married spouse should join in the execution of documents).
4. Legal description of the land:
Tract 1:

A tract of land carved out of A 0.95 acre tract of land, more or less, out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 14, for the Northwest corner hereof;

THENCE, East with and along the North line of Lot 14, a distance of 220.00 feet for the Northeast corner hereof;

THENCE, South along a line parallel to the West line of Lot 14, a distance of 190.0 feet for the Southeast corner hereof;

THENCE, West along a line parallel to the North line of Lot 14, a distance of 220.00 feet for the Southwest corner hereof;

THENCE, North with and along the West line of Lot 14, a distance of 190.0 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT, A tract of land out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at the point in the North line of said Lot 14 located 30 feet East of the Northwest corner of said Lot 14;

THENCE, East along and with said North line of a distance of 75 feet;

THENCE 90 degrees to the right South a distance of 75 feet;

THENCE 90 degrees to the right West a distance of 75 feet;

THENCE 90 degrees to the right North a distance of 75 feet to the POINT OF BEGINNING.

FURTHER SAVE AND EXCEPT, A tract of land out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at the point within said Lot 14 located 30 feet East and 75 feet South of its Northwest;

THENCE, East a distance of 50 feet;

THENCE South a distance of 50 feet;

THENCE West a distance of 50 feet;

THENCE North a distance of 50 feet to the POINT OF BEGINNING.

Tract 2:

A tract of land carved out of a tract of land, more or less, out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at the point in the North line of said Lot 14 located 30 feet East of the Northwest corner of said Lot 14;

THENCE, East along and with said North line of a distance of 75 feet;

THENCE 90 degrees to the right South a distance of 75 feet;

THENCE 90 degrees to the right West a distance of 75 feet;

THENCE 90 degrees to the right North a distance of 75 feet to the POINT OF BEGINNING.

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SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

(DELETED)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of 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 **2012**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (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. **Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.**
 - b. **Roads, easements and reservations as shown on the map and dedication of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Page 24-26, Map Records of Hidalgo County, Texas.**
 - c. **Easements for roadways and canal rights of way as shown by instrument dated December 24, 1920, recorded in Volume 122, Page 611 and dated March 2, 1926, recorded in Volume 220, Page 231, Deed Records of Hidalgo County, Texas.**
 - d. **Mineral and/or royalty reservation contained in deed dated March 9, 1976, recorded in Volume 1476, Page 175, Deed Records of Hidalgo County, Texas.**

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.

- e. **Subject to Life Estate in favor of Isaias M. Garcia and wife, Yolanda Garcia as reserved in instrument dated May 3, 2005, filed May 3, 2005 under Document Number 1467038, Official Records of Hidalgo County, Texas.**
- f. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
- g. **Rights of parties in possession. (Owner's Policy Only)**
- h. **Visible and apparent easements on or across the property herein described. (Owner's Policy Only)**
- i. **Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.**
- j. **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. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)**
- k. **Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained under this policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.**

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

1. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does guarantee that no such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$_____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. (EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).

COMMITMENT FOR TITLE INSURANCE

Issued By

Chicago Title Insurance Company

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Deed of Trust (Home Equity) executed by Javier Garza and wife, Idalia Iracema Garza to Corina Cortez, Trustee, dated September 11, 2009, filed September 15, 2009 under Document Number 2009-2035099 in the Official Records, Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of \$38,559.22, executed by Grantor and payable to Citifinancial; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.**
6. **Tract 2 is subject to:**

A. Mechanic's Lien Contract executed by Noe Garcia to Miguel Cantu, Jr., dated February 7, 1983, recorded in Volume 288, Page 207, Mechanic's Lien Records of Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of \$8,361.59, executed by Grantors and payable to the order of Miguel Cantu, Jr.. By attached Assignment, said note and lien were assigned to Elsa State Bank and Trust Company.

B. We find the following 12 liens which may be against Noe Garcia, which are filed under Document Numbers: 949803, 2005-1557436, 2006-1670733, 2006-1702933, 2007-1713747, 2008-1935223, 2009-2022465, 2011-2196737, 2011-2228648, 2013-2402040, 2013-2402389 and 2013-2403407. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

C. By instrument dated February 7, 1983, recorded in Volume 1825, Page 317, Deed Records of Hidalgo County, Texas, Isaias M. Garcia and wife, Yolanda Garcia, conveyed the property under examination unto Noe Garcia.

We should be furnished evidence of the marital history and status of Noe Garcia. If said person is married we require the joinder of the spouse or an affidavit from the spouse disclaiming any homestead interest in the land. If any marriages have been terminated by death or divorce, at such time, we must determine the disposition of the property

being conveyed and possibly make additional requirements or exceptions.

7. The enclosed Waiver of Inspection along with Affidavit of Debts and Liens should be executed and returned to this office.
8. Tax certificates should be furnished from State and County, Donna School District and Hidalgo County Irrigation District No. 2.
9. We find the following 2 liens which may be against Isaias M. Garcia, which are filed under Document Number: 2009-2004162 and 2010-2117899. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

10. Bankruptcy proceedings are filed by or against:

Isaias Meza Garcia, Social Security No. xxx-xx-1068, in the Brownsville Division under Cause No. 09-10396B13.

This company requires satisfactory evidence that the owner is not the same person or persons named in the bankruptcy proceedings. Otherwise, this company requires copies of the original petition in bankruptcy, and any schedules and orders of the court affecting the subject property, at which time this company reserved the right to require additional information, instruments or orders.

11. We find the following 4 liens which may be against Yolanda Garcia, which are filed under Document Numbers: 2005-1489649, 2008-1948345, 2009-1990187 and 2013-2402805. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

12. Bankruptcy proceedings are filed by or against:

A. Yolanda Garcia, Social Security No. xxx-xx-5899, in the McAllen Division under Cause No. 09-70409M13.

B. Yolanda D. Garcia, Social Security No. xxx-xx-7773, in the McAllen Division under Cause No. 11-70838M13.

This company requires satisfactory evidence that owner is not the same person or persons named in the bankruptcy proceedings. Otherwise, this company requires copies of the original petition in the bankruptcy, and any schedules and orders of the court affecting the subject property, at which time this company reserved the right to require additional information, instruments or orders.

13. We find the following 2 liens which may be against Idalia Iracema Garza, which are filed under Document Numbers: 2011-2213147 and 2011-2252263. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

14. We find the following 26 liens which may be against Javier Garza, which are filed under Volume 3050, Page 348; and Document Numbers: 388946, 993046, 1000262, 1363321, 1368795, 1406970, 2007-1719510, 2007-1838263, 2008-1934168, 2008-1942935, 2010-2086234, 2010-2096883, 2010-2139712, 2010-2146316, 2010-2146384, 2010-2162438, 2011-2182362, 2011-2199786, 2011-2212344, 2011-2231526, 2011-2234206, 2011-2234393, 2011-2252263, 2012-2303365 and 2013-2402805. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

15. Note as to Estimated Premium Amounts Disclosed on Schedule D:

Schedule "D", item 3, discloses an estimated premium of title policy premiums and endorsements based upon information provided at the time the initial order is placed. If changes occur after the order is placed, it may affect the estimated amounts shown. 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. If you have any questions, please call the Exam Department at 956-383-2708 or email customerservice@valleylandtitleco.com.

Countersigned
Valley Land Title Co.

By 
Authorized Signatory

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 132359

Effective Date: April 18, 2013, 05:00 pm

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. CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation

(a) The Shareholders owning or controlling, directly or indirectly, ten (10%), or more of the shares of Chicago Title Insurance Company: CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation

(b) The names of the Directors of Chicago Title Insurance Company:

Christopher Abbinante, John Wunderlich, Erika Meinhardt, Raymond R. Quirk, Burton J. Rain, Ernest D. Smith, Alan L. Stinson, Frank P. Willey and Thomas E. Evans

(c) The president, the executive or senior vice-president, the secretary and the treasurer of Chicago Title Insurance Company:

Chairman of the Board, President and Chief Executive Officer	Raymond R. Quirk
Senior Vice President	Christopher Abbinante
Vice President and Secretary	Todd C. Johnson
Vice President and Treasurer	Patrick G. Farenga

2. AGENT: VALLEY LAND TITLE COMPANY, LTD. DBA VALLEY LAND TITLE CO.

The following disclosures are made by the Title Insurance Agent issuing this commitment pursuant to Rule P-21.

A. Shareholders, owners and/or partners controlling one percent (1%) or more of the entity: Alonzo Cantu and Valley Land Management Company, L.L.C.

B. Shareholders, owners and/or partners controlling ten percent (10%) or more of Valley Land Management Company, L.L.C.: Alonzo Cantu

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:

Owners Policy	<u>\$238.00</u>
Loan Policy	<u>\$100.00</u>
Endorsement Charges	<u>\$229.00</u>
Other	<u>\$0.00</u>
Total	<u>\$567.00</u>

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

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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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."

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

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

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

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

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

---**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the policy is issued, all Exceptions will be on Schedule B of the Policy.

---**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---**CONDITIONS** are additional provisions that qualify or limit you coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 442-4303 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

Chicago Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$567.00	2 1200 3210 0010	3 40	4 215	5	6	7	8

Fidelity National Financial, Inc.

Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

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

**Access to Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



PRIVACY POLICY NOTICE

Purpose of Notice:

Valley Land Title Co. respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.