

# WARNING! WIRE FRAUD ADVISORY

**DON'T FALL VICTIM TO CYBER CRIMINALS!** Wire fraud and email/phishing attacks are on the rise! Cyber criminals are hacking email accounts and sending emails with fraudulent wiring instructions to parties in real estate transactions. These emails are often sophisticated and convincing, resulting in the diversion of wired funds to the fraudster's account. Losses due to this type of fraud are staggering – don't fall victim!

## BUYERS:

- Once requested by you, we will send our wiring instructions directly to you in a secure email with **[rtt-secure]** in the subject line. **THESE INSTRUCTIONS WILL NEVER CHANGE!!!**
- If you receive an email containing NEW or REVISED wiring instructions, DO NOT RESPOND to the email. Instead, **call** your Republic Title closing team member immediately, using a previously known and trusted phone number. DO NOT use any contact information provided in the suspected phishing email!
- Before you initiate your purchase money wire, please call your closing team using a number you have called before or can otherwise verify to confirm the wiring instructions. Alternatively, a cashier's check may be the safer option.

**If you are ever in doubt about an email or wiring instructions, please call your closing team at Republic Title using a previously verified number. For contact information, please go to [www.republictitle.com](http://www.republictitle.com).**

## SELLERS:

- Bring your banking information to the closing table. We will give you a wiring instructions form for your completion and for your signature. We will only wire your sales proceeds based on those written instructions.
- If you do not attend closing in person, please include your original signed wiring instructions form along with the fully executed closing documents when you return your closing package to us.

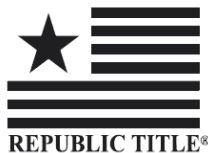
The following resources can provide additional tips or assist you in reporting an incident of wire fraud:

### FEDERAL BUREAU OF INVESTIGATION:

<http://www.fbi.gov>

### INTERNET CRIME COMPLAINT CENTER

<http://www.ic3.gov>





*First American  
Title Guaranty Company*

Commitment For Title Insurance T-7

ISSUED BY

# Commitment

**First American Title Guaranty Company**

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

We FIRST AMERICAN TITLE GUARANTY COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

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

*First American Title Guaranty Company*



Christopher M. Leavell, President

Greg L. Smith, Secretary

By its issuing agent, Republic Title of Texas, Inc.

Authorized Signatory  
Debra Naukam,



**REPUBLIC TITLE®**

**6051 W. Virginia Parkway, Suite 200  
McKinney, TX 75071  
(972)569-9808  
(972)516-2574**

## 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 enterderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

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

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

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

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

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 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.

### CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



*First American  
Title Guaranty Company*

Commitment For Title Insurance (T-7)

ISSUED BY

**First American Title Guaranty Company**

# Schedule A

Effective Date: **January 23, 2023** at 8:00 a.m.

GF No. **1009-372688-RTT**

Commitment No. **1009-372688-RTT**, issued **February 02, 2023**, at 8:00 a.m.

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: \$

PROPOSED INSURED:

(c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$

PROPOSED INSURED:

Proposed Borrower:

(d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount \$

PROPOSED INSURED:

Proposed Borrower:

(e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount: \$

PROPOSED INSURED:

Proposed Borrower:

(f) OTHER

Policy Amount: \$

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

**Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:

**STC GROUP MILLER, LLC, a Texas limited liability company**

**By virtue of Warranty Deed filed 10/25/2021, recorded in cc# 2021-195695, Real Property Records, Denton County, Texas.**

4. Legal description of land:

See Exhibit "A" attached hereto and made a part hereof.

## EXHIBIT "A"

BEING a 202.69 acre tract of land situated in the Reuben Bebee Survey, Abstract No. 29 in Denton County, Texas and being all of a tract of land described in deed to H. A. Miller, L.P., recorded in Document Number 2019-18485 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2" iron rod stamped "EAGLE SURVEYING" set at the Southwest corner of said H. A. Miller, L.P. tract and the common Northwest corner of a called 25.35 acre tract of land described in the deed to the City of Sanger, recorded in Volume 1125, Page 943 of the Deed Records of Denton County, Texas in being the East right-of-way line of the Gulf Coast and Santa Fe Railroad;

THENCE with the West line of said H. A. Miller, L.P. tract and the common East right-of-way line of said Gulf Coast and Santa Fe Railroad the following courses and distances;

North 03°27'32" West, a distance of 68.42 feet to capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

With a curve to the right having a radius of 5937.38 feet, a delta angle of 15°13'44", a chord bearing and distance of North 03°15'27" East, 1573.49 feet and an arc length of 1578.13 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 10°00'08" East a distance of 1554.31 feet to a mag nail set at the Northwest corner of said H. A. Miller, L.P. tract and being in Lois Road;

THENCE South 89°14'57" East, with the North line of said H. A. Miller, L.P. tract, a distance of 2562.75 feet to a mag nail set at the Northeast corner of said H. A. Miller, L.P. tract and the common Northwest corner of a called 15.00 acre tract of land described in the deed to Mildred E. Hunt, recorded in Document Number 2019-5766 of the Official Records of Denton County, Texas and being in said Lois Road;

THENCE South 01°11'12" West, with the East line of said H. A. Miller, L.P. tract and the common West line of said 15.00 acre tract, passing at a distance of 1627.44 feet a 3" metal fence post found at the Southwest corner of said 15.00 acre tract and the common Northwest corner of Lot 1, Block One of Abney Acres, recorded in Cabinet M, Page 64 of the Plat Records of Denton County, Texas, passing at a distance of 2015.46 feet a capped 1/2" iron rod stamped "KERN INC." found at the Southwest corner of said Lot 1 and the common Northwest corner of Lot 2, Block One of said Abney Acres, passing at a distance of 2792.34 feet a capped 1/2" iron rod stamped "KERN INC." found at the Southwest corner of Lot 3, Block One of said Abney Acres and the common Northwest corner of Lot 4, Block One of said Abney Acres, continuing on said course a total distance of 3187.36 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set at the Southeast corner of said H. A. Miller, L.P. tract and the being in the North line of a called 223.35 acre tract of land described in the deed to Sanger Land Development LLC., recorded in Document Number 2019-16167 of the Official Records of Denton County, Texas;

THENCE North 88°57'52" West, with the South line of said H. A. Miller, L.P. tract and the common North line of said 223.35 acre tract, a distance of 1826.11 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set at the Northwest corner of said 223.35 acre tract and the common Northeast corner of said City of Sanger tract;

THENCE North 89°01'56" West, with the South line of said H. A. Miller, L.P. tract and the common North line of said City of Sanger tract, a distance of 1026.10 feet to the POINT OF BEGINNING, and containing 202.69 acres of land more or less.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



*First American  
Title Guaranty Company*

## SCHEDULE B

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Guaranty Company**

G.F. No. or File No. **1009-372688-RTT**

### 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):

Item 1 of Schedule B is hereby deleted in its entirety.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
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 2022, 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 2022 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. Easement granted by Elizabeth Huling to the Gulf Colorado and Santa Fe Railway Company, filed 07/07/1886, recorded in Volume 31, Page 331, Real Property Records, Denton County, Texas.
- b. Easement granted by Mark J. Nash and wife, Bettie Dane Nash, et al to Sinclair Refining Company, filed 01/13/1948, recorded in Volume 341, Page 482, Real Property Records, Denton County, Texas.

Together with and as affected by Agreement Amending Right of Way Easement, filed 03/31/1986, recorded in Volume 1851, Page 578, Real Property Records, Denton County, Texas.

- c. Easement granted by Mark J. Nash, et al to Denton County Electric Cooperative, Inc., filed 03/16/1954, recorded in Volume 403, Page 412, Real Property Records, Denton County, Texas.

Together with and as affected by Agreement Defining Area Embraced Within Easement, filed 05/05/2022, recorded in cc# 2022-68384, Real Property Records, Denton County, Texas.

- d. Easement granted by Condemnation in Cause No. 1:99-CV-415 in the Eastern District of Texas to QWest Communications Company, LLC, f/k/a QWest Communications Corporation, et al, filed 05/29/2015, recorded in cc# 2015-58153, Real Property Records, Denton County, Texas.
- e. Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 11/30/1959, recorded in Volume 452, Page 118, Real Property Records, Denton County, Texas. Company makes no representation as to the present ownership of any such interests.
- f. Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 10/25/2021, recorded in cc# 2021-195695, Real Property Records, Denton County, Texas. Company makes no representation as to the present ownership of any such interests.
- g. Rights of parties in possession (Owner's Title Policy only).
- h. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road. (May be amended or deleted upon approval of survey.)
- i. All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)
- j. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.



*First American  
Title Guaranty Company*

## SCHEDULE C

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Guaranty Company**

G.F. No. or File No. **1009-372688-RTT**

Your Policy will not cover loss, costs, attorney's 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:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - 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,
  - there is legal right of access to and from the land,
  - (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. Commercial Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents from STC Group Miller, LLC, a Texas limited liability company to Greg Massey, Trustee(s), dated 10/21/2021, filed 10/25/2021, recorded in cc# 2021-195696, Real Property Records, Denton County, Texas, securing a promissory note in the principal sum of \$3,900,000.00, payable to First United Bank and Trust Company, and securing other indebtedness as described therein, if any.

Additionally secured by a Vendor's Lien retained in Deed filed 10/25/2021, recorded in cc# 2021-195695, Real Property Records, Denton County, Texas.

Said note and lien modified by instrument filed 11/21/2022, recorded in cc# 2022-160683, Real Property Records, Denton County, Texas.

6. With respect to item 2 of Schedule C above, the Company will not except in any policies to be issued pursuant to this commitment to 'Lack of a right of access to and from the land'.
7. Require Affidavit as to Debts and Liens and Parties in Possession executed by owner at or prior to closing.
8. In accordance with Section 11.008 of the Texas Property Code, all deeds and deeds of trust transferring an interest in real property to or from an individual and disclosing that individual's social security number or



driver's license number must include the following notice on the top of the first page of the instrument in 12 point bold or uppercase font: NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



*First American  
Title Guaranty Company*

# SCHEDULE D

## Commitment For Title Insurance T-7

ISSUED BY

**First American Title Guaranty Company**

File No.: 1009-372688-RTT

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

**UNDERWRITER:** First American Title Guaranty Company, a Texas Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Guaranty Company is a wholly owned subsidiary of First American Title Insurance Company, a Nebraska Corporation.

Directors: Christopher M. Leavell, Greg L. Smith, Mark E. Seaton, Lisa W. Cornehl

Officers: President: Christopher M. Leavell; Senior Vice President, Secretary: Greg L. Smith; and Vice President, Treasurer: Matthew Wajner

**TITLE INSURANCE AGENCY: Republic Title of Texas, Inc. (Dallas, TX)**

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of the Title Insurance Title Agent: First American Financial Corporation 100%

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more Title Insurance Agent:

NONE

If the Title Insurance Agent is a corporation the following is a list of the members of the Board of Directors:  
Chris M. Leavell, William A. Kramer, David A. Shuttee, Ward Willford, Bo Feagin, Peter Graf, David Kramer

If the Title Insurance Agent is a corporation, the following is a list of its officers:  
William A. Kramer, Executive Chairman; David A. Shuttee, Executive Chairman; Ward Willford, Vice Chairman; Bo Feagin, President; Peter Graf, Executive Vice President and General Counsel; David Kramer, Executive Vice President; Lisa Murray, Senior Vice President and Chief Financial Officer.

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 any sum 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 Policy	\$
Loan Policy	\$
Endorsement Charges	\$
Other	\$
Total	\$

Of this total amount \$ or 15.00% will be paid to the policy issuing Title Insurance Company; \$ or 85.00% will be retained by the issuing Title Insurance Agent, and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
\$		
\$		
\$		

\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.



**FIRST AMERICAN TITLE GUARANTY COMPANY**

**Commitment for Title Insurance Form (T-7)**

**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



Republic Title of Texas, Inc.

## PRIVACY STATEMENT



First American Title™

**Effective:** October 1, 2019

**Notice Last Updated:** January 19, 2023

This Privacy Notice describes how First American Financial Corporation, Republic Title of Texas, Inc. and their subsidiaries and affiliates (together referred to as "Republic," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

This Policy applies to information we collect from or about you: (1) when you access or use our mobile applications ("Applications"), websites ("Websites"), or products and/or services ("Products"); (2) when you communicate with us in any manner, including by email, telephone, and/or in person; and (3) from third party sources.

### Acknowledgement

Please read this Policy carefully. The practices described herein are subject to the laws in the places in which we operate.

**BY ACCESSING AND/OR USING OUR APPLICATIONS, WEBSITES, AND/OR PRODUCTS, OR BY COMMUNICATING WITH US IN ANY MANNER, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS POLICY.**

**What Type of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates, to learn more, please visit [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**How Do We Store and Protect Your Information?** The security of your information is important to us. Although no system can guarantee the complete security of your information, we take all commercially reasonable steps to insure your information is protected in alignment with all applicable laws and regulations, as appropriate to the sensitivity of your information, to learn more, please visit [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. If we dispose of your information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal, to learn more, please visit [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA, to learn more, please visit [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, you may email us at [dataprivacy@republictitle.com](mailto:dataprivacy@republictitle.com) or call Peter Graf at 1-214-855-8888. You may also designate an authorized agent to submit a request on your behalf by emailing [dataprivacy@republictitle.com](mailto:dataprivacy@republictitle.com) or by calling Peter Graf at 1-214-855-8888.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, you may email us at [dataprivacy@republictitle.com](mailto:dataprivacy@republictitle.com) or call Peter Graf at 1-214-855-8888. You may also designate an authorized agent to submit a request on your behalf by emailing [dataprivacy@republictitle.com](mailto:dataprivacy@republictitle.com) or by calling Peter Graf at 1-214-855-8888.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Republic will not discriminate against you in any way if you choose to exercise your rights under the CCPA, to learn more, please visit [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy). To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).

**Notice of Sale.** We have not sold the personal information of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in [www.republictitle.com/privacy-policy](http://www.republictitle.com/privacy-policy).



**First American  
Title Guaranty Company**

## Important Notice

ISSUED BY

**First American Title Guaranty Company**

### **IMPORTANT NOTICE**

*To obtain information or make a complaint:*

You may call First American Title Guaranty Company's toll-free telephone number for information or to make a complaint at:  
**1-888-632-1642**

You may also write to First American Title Guaranty Company at:

**1 First American Way  
Santa Ana, California 92707**

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

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

### **PREMIUM OR CLAIM DISPUTES:**

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

### **ATTACH THIS NOTICE TO YOUR POLICY:**

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

### **AVISO IMPORTANTE**

*Para obtener informacion o para someter una queja:*

Usted puede llamar al numero de telefono gratis First American Title Guaranty Company's para informacion o para someter una queja al:  
**1-888-632-1642**

Usted tambien puede escribir a First American Title Guaranty Company:

**1 First American Way  
Santa Ana, California 92707**

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

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

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Guaranty 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.

Form 58-TXNOTICE (9-1-14)

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Mandatory Complaint Notice (11-1-09)  
Texas