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

COMMITMENT FOR TITLE INSURANCE

Issued By

STEWART TITLE GUARANTY COMPANY

We (Stewart 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.

stewart

Matt Morris
President and CEO

Secretary

Date: Key Title Group

1908 E

Debbie Yates, Escrow Officer

CONDITIONS AND STIPULATIONS

- 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.

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

(800) 729-1900

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

- 1. filing a complaint against an insurance company or agent,
- 2. whether an insurance company or agent is licensed,
- 3. complaints received against an insurance company or agent,
- 4. policyholder rights, and
- 5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

(800) 729-1900

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

- 1. como someter una queja en contra de una compañía de seguros o agente de seguros,
- 2. si una compañía de seguros o agente de seguros tiene licencia,
- 3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
- 4. los derechos del asegurado, y
- 5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

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 perdidas 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 complemente 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 laws, 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 Exception, 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) 729-1900 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.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling (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.

COMMITMENT FOR TITLE INSURANCE (FORM T-7) SCHEDULE A



Effective Date: September 17, 2018 at 7:59AM

GF No.: R-KTAH-18-0603 Issued: September 21, 2018

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: \$161,000.00

PROPOSED INSURED: Real Estate Solid Solutions, LLC

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:

Pacific Union Financial, LLC

SCHEDULE A

(Continued)

4. Legal description of land:

Lot 1, Less the West Two feet (W.2'), in Block 34, of SECOND PARTIAL REPLAT OF WEST MEMORIAL, SECTION 3, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 234, Page 41, of the Map Records of Harris County, Texas.

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

SCHEDULE B

GF No.: R-KTAH-18-0603

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:

As shown and/or stated on the subdivision plat recorded in Volume 234, Page 41, Map Records; and as recorded under Clerk's File Nos. E249606, F171980, R841549, S031591, S624344, U153414, W143322, W485582, W741329, W936868, 20090126906, 20100211732, 20100312118, 20100393782, 20110527443, 20110527444, 20110527445, 20110527446, 20120038955, 20120583935, 20130165978, 20140556853, and 20150444591, of the Official Public Records of Harris County, Texas.

But omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

- 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 2017, 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 2017, and subsequent years.")

FORM T-7: Commitment for Title Insurance Schedule B

SCHEDULE B

(Continued)

- 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:
 - a. Easements, dedications, building lines and all other matters shown or stated on the plat of SECOND PARTIAL REPLAT OF WEST MEMORIAL, SECTION 3, recorded under Volume 234, Page 41, Map Records of Harris County, Texas.
 - b. A Building setback line, 25 feet in width, along, adjacent and parallel to the front boundary line of the land as shown on the subdivision plat recorded in Volume 234, Page 41, Map Records of Harris County. Texas.
 - c. A Building setback line, 10 feet in width, along, adjacent and parallel to the side boundary line of the land as shown on the subdivision plat recorded in Volume 234, Page 41, Map Records of Harris County, Texas.
 - d. A Utility easement, 8 feet in width, along, adjacent and parallel to the rear boundary line of the land as shown on the subdivision plat recorded in Volume 234, Page 41, Map Records of Harris County, Texas.
 - e. Lien for maintenance charges and/or assessments and easemetns as established and defined by instrument recorded under Clerk's File Nos. E249606, F171980, R841549, S031591, S624344, U153414, W143322, W485582, W741329, W936868, 20090126906, 20100211732, 20100312118, 20100393782, 20110527443, 20110527444, 20110527445, 20110527446, 20120038955, 20120583935, 20130165978, 20140556853, and 20150444591, of the Official Public Records of Harris County, Texas. Said lien for charges and assessments subordinated therein to all valid first lien mortgages.
 - f. The terms, conditions and stipulations of that certain Agreement for underground Electric Service with Houston Lighting & Power Company, flied for record under Harris County Clerk's File No(s). E938222 and F202061.
 - g. A Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the land as set forth by instrument recorded in Volume 1032, Page 449, of the Deed Records of Harris County, Texas. Said mineral interest not traced subsequent to the date of the above-cited instrument.

SCHEDULE B

(Continued)

- h. A Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the land as set forth by instrument recorded under Harris County Clerk's File No. F069506, Records of Harris County, Texas. Said mineral interest not traced subsequent to the date of the above-cited instrument.
- i. A Non-Exclusive Ingress and Egress easement as set forth by instrument recorded under Clerk's File No. 20130333741, of the Official Public Records of Harris County, Texas.
- Terms, conditions, and stipulations contained in that certain Reciprocal Easement Agreement, recorded under Clerk's File No. 20130575301, of the Official Public Records of Harris County, Texas.
- k. Terms, conditions, and stipulations contained in that certain Right of Entry Agreement, recorded iunder Clerk's File No. 2018-149959, of the Official Public Records of Harris County, Texas.
- I. 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 by the Insured under this Policy if such liens have been filed in the Official Public Records of Harris County, Texas, prior to the date hereof.
- m. 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 and not shown by the Public Records.
- n. 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.
- o. Rights of parties in possession. (Owner's Policy Only)
- p. Rights of tenants in possession, as tenants only, under unrecorded lease agreements. (Owner's Policy Only)
- q. Any portion of the land herein described which falls within the boundaries of any road or roadway.
- r. Any visible and apparent easements affecting the Land and not shown in the public records.

SCHEDULE C

GF No.: R-KTAH-18-0603

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:

- 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,
 - 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. Proof that all subdivision assessment liens are current.
- 6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

7. INTENTIONALLY OMITTED

- 8. Any construction materials and/or work that may have already been acquired or undertaken to improve subject property. Company requires the following:
 - 1) All work and all acquisition of materials must stop for at least 10 business days prior to closing of the proposed transaction. Company must inspect the property on the day work stoppage begins and on the day of closing.
 - 2) General Contractor and Owner must sign an All Bills Paid Affidavit.
 - 3) General Contractor and anyone who did work or provided materials must sign an Unconditional Lien Waiver.
 - 4) General Contractor and Owner must execute an record a Completion Affidavit for the work and materials that have been completed or acquired.
 - 5) Any and all work or materials that have been completed or acquired must be removed from the scope

SCHEDULE C

(Continued)

of work in the proposed Mechanic's Lien Contract.

- 9. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from Pacific Union Financial, LLC, a Texas limited liability company:
 - **a.** A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
 - **b.** If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
 - **c.** If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
 - **d.** If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- 10. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from Real Estate Solid Solutions, LLC, a Texas limited liability company:
 - **a.** A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
 - **b.** If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
 - **c.** If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
 - **d.** If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- 11. In addition The Company requires the following:
 - **a.** The execution of an Affidavit of Debts and Liens by the Seller.
 - **b.** If the Proposed Insured executes a Waiver of Inspection in the approved form, the Owner's Policy will contain an exception as to "Rights of parties in possession. However, the Proposed Insured may refuse to execute the Waiver, in which case the Company will either require that an inspection of the Land be conducted by its agent or the execution of an Affidavit of Possession by the Seller.
 - **c.** You may request an amendment to the Area and Boundary Exception listed on Schedule B, Item 2 to read "Shortages in area." The Texas Title Insurance Information portion of the Commitment for Title

SCHEDULE C

(Continued)

Insurance advises you that your Policy will insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements if you pay an additional five percent premium of the Basic Rate for T-1R Residential Owner Policy coverage, and if we are provided with a satisfactory survey, pursuant to Procedural Rule P2. The Owner's Title Policy to be issued for this transaction will contain this coverage unless on or before the date of closing, you advise the Company in writing that you wish to decline this additional coverage.

d. The T-19.1 Endorsement affords insurance against any previous violation of restriction affecting the Land, all rights of first refusal, all reversionary rights and any damage to the property due to future damages to the improvements because of an existing right to extract or develop minerals. The Owner's Title Policy to be issued for this transaction will contain this coverage unless on or before the date of closing, you advise the Company in writing that you wish to decline this additional coverage.

stewart

title guaranty company

Date:

Key Title Group

Matt Morris President and CEO

ise Carraux Secretary

Debbie Yates, Escrow Officer

24 Note to Closer: The following documents affecting the Land were filed during the past 24 months: Substitute Trustee's Deed filed May 17, 2018, recorded under Clerk's File No. RP-2018-215866, of the Official Public Records of Harris County, Texas.

STEWART TITLE GUARANTY COMPANY

1980 Post Oak Boulevard, Houston, TX 77056 (800) 729-1900

TLTA FORM T-7: COMMITMENT FOR TITLE INSURANCE SCHEDULE D

GF or File No.: R-KTAH-18-0603 **Effective Date:** September 17, 2018

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

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2015:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

- A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm Morris, Charles F. Howard, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and Allen Berryman.
- A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; Allen Berryman, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Susan McLauchlan, Chief Human Resources Officer; Glenn Clements, Group President Direct Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Bruce Hawley, Executive Vice President Commercial Services; Mark Winter, Executive Vice President Public Policy; Richard Black, Senior Vice President Underwriting Counsel; James Gosdin, Senior Vice President Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President Regional Underwriting Counsel.

As to **CSP Texas Joint Venture – San Antonio, LLC dba Key Title Group** (Title Insurance Agent), the following disclosures are made:

- B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: KTOSA Investments, LLC; 1608 Harvard, LLC; RJSA Business Ventures, LLC; #6 Metz Court, LLC; 4203 Palacio, LLC; Christopher Black.
- B-2: Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

 MSHED International, LLC; #6 Metz Court, LLC; D.C.T. Seaside, LLC; Deborah Yates; Charles Yates; Sarah Blackburn.
- B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
- B-4: If Title Insurance Agent is a corporation, the following is a list of its officers: **Sarah Blackburn** (General Counsel)
- C-1. 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.

SCHEDULE D

(Continued)

File No.: R-KTAH-18-0603

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

Owner's Policy		\$ 1,213.00
	Total	\$ 1,213.00

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:

Amount To Whom For Services

Valid only if Schedules A, B and C and Cover Page are attached

^{*}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.

DELETION OF ARBITRATION PROVISION

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

Commitment No.: R-KTAH-18-0603 GF No.: R-KTAH-18-0603

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	

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 Key Title Group.

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 marketing 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.
- Abstractors/examiners who conduct property searches on our behalf.

WE DO NO 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.

Privacy Policy R-KTAH-18-0603