

COMMITMENT FOR TITLE INSURANCE

Issued By

Fidelity National Title Insurance Company

SCHEDULE A

Effective Date: **March 20, 2013, 08:00 am**

GF No. 13-92032P-HO

Commitment No. _____, issued **April 23, 2013, 01:00 pm**

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: **PROPOSED BUYER**
- (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: **AQUARIUS HOLDINGS, LLC**

4. Legal description of the land:

Lot No. Thirty Six (36), Thirty Seven (37), Thirty Eight (38), Thirty Nine (39), Forty (40), Fifty-Three (53) and One-Half of Fifty Four (1/2 of 54), Fifty Six (56), Fifty Seven (57), Fifty Eight (58) of OLD COTTAGE BEACH, Aransas County, Texas, as shown on Plat of Record in Volume 5, Page 1, and Volume 1, Page 33, Plat Records of Aransas County, Texas.

COMMITMENT FOR TITLE INSURANCE

Issued By

Fidelity National Title Insurance Company

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):

Of record in Volume A-3, Page 240, Deed Records of Aransas County, Texas; and under County Clerk's File No. 208748, 217532, 243148, 247243, 249624 and 281943, Official Public Records of Aransas County, Texas.

NOTE: To the extent that these Restrictions violate 42USC3604(C) by indicating a preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such Restrictions are hereby omitted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety 'shortages in area.'**
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 **2013**, 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. **Visible or apparent easements on or across the property herein described. (Owners Title Policy)**
 - b. **Any portion of the property herein described which falls within the boundaries of any road or roadway. (Owners Title Policy)**
 - c. **Subdivision plat recorded in Volume 1, Page 82, and re-plat of record in Volume 5, Page 1, and Volume 5, Page 33, Deed, Map or Plat Records, Aransas County, Texas, and easements, set-back lines and all other matters shown thereon.**
 - d. **Any portion of the property which falls within Fulton Beach Road as said road is designated on any plat or map or record in Aransas County, Texas, or by general or prescriptive use.**
 - e. **Rights of general public to use Fulton Beach Road as a public road and the rights of all political subdivisions and entities having jurisdiction to repair and maintain the same as a public road.**
 - f. **Road Easement reserved by Grantor in Deed dated March 12, 1963, from Frances Sanders, Independent Executrix of the Estate of Lewis Erving Sanders to Jack Sanders, recorded in Volume R-4, Page 514 et seq., Deed Records of Aransas County, Texas.**
 - g. **The Aransas County Road known as "North Fulton Beach Road" as shown on the Subdivision Plat as "Fulton Beach Road" crossing the easterly portion of this tract, and easement for utility poles and lines along said road.**
 - h. **Easement recorded in Volume D-3, Page 188 Deed Records of Aransas County, Texas.**
 - i. **Terms, conditions and stipulations of Oil, Gas and Mineral Lease from Mrs. J. D. Kindler to Placid Oil Company dated November 6, 1947, of record in Volume 16, Page 312, Oil and Gas Records of Aransas County, Texas.**
 - j. **Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide. Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments or other entities to tidelands or wetlands, as defined or claimed by any government agency or entity, or to any land conveyed or acquired in violation of the "public trust", or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by the line of the government, or to filled-in lands, or artificial islands, or to riparian or littoral rights, or the rights of interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or right of easement along and across the same.**
 - k. **Title to all the oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto heretofore reserved unto and/or conveyed by predecessors in title.**

- l. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such Personal Restrictions and even limits the ability of the Title Company to report or show them. To the extent such Personal Restrictions are contained in any document listed as an Exception to Title in this insuring form, such Personal Restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such Personal Restrictions or covenants, we are simply providing a true copy of the recorded document and do not publish, state or imply such Personal Restrictions or covenants are enforceable.**
- m. Easement to Central Power and Light Company, recorded under County Clerk's File No. 241317 Official Public Records of Aransas County, Texas.**
- n. Declaration of Deed Restrictions Relating to Old Cottage Beach Development, dated October 16, 2001, of record under County Clerk's File No. 243148 Official Public Records of Aransas County, Texas.**
- o. Rights and Obligations of parties in Modification of Dedication and Declaration of Restrictions under County Clerk's File Nos. 247243, 249624 and 281943 Official Public Records of Aransas County, Texas.**
- p. 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 the Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)**
- q. All leases, grants, exception or reservation of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relation thereto, appearing 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.**
- r. Rights of parties in possession. (OWNER'S TITLE POLICY ONLY)**

COMMITMENT FOR TITLE INSURANCE

Issued By

Fidelity National 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. **NOTE: Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its escrow account. Please be prepared to provide a cashier's check or other certified funds at closing.**
6. Affidavit as to Debts and Liens on form provided by issuing title company to be executed by Seller (or Borrower if owner of property) reflecting no liens or unpaid debts against the Proposed Insured Property other than those shown herein. If any debts other than those shown herein are reflected therein, said debts must be paid prior to or at closing.
7. **Note: The Policy of title insurance to be issued under this Commitment for Title Insurance Provides for arbitration, which is a common form of alternative dispute resolution. The rules of the Texas Department of Insurance allow you to request that such provision be deleted from the policy at no additional charge to you. Unless you notify us prior to settlement that you wish to have the arbitration provision deleted, it will be in the policy which we issue to you.**

(Owners: Section 14 of the Conditions and Stipulations of this policy is hereby deleted)

(Mortgagee's: Section 13 of the Conditions and Stipulations of this policy is hereby deleted).

This applies **ONLY** if the property insured herein is other than a one-to-four family property unless it is a Mortgagee's Policy **AT WHICH IT WILL APPLY AT ALL TIMES.**
8. After signature of all parties on documents and receipt of all original documents for closing, but prior to recording and/or the issuance of any title policy, all signed documents must be reviewed and approved by Northshore Title, Inc. as acceptable for the issuance of title insurance policy(ies).

9. If requested, applicable and upon payment of the applicable premium (\$25.00), Environmental Protection Lien Endorsement will be added to the Mortgagee's Title Policy.
10. The premium reflected on this Commitment for the Mortgagee's Title Policy may be amended at closing, depending on which, if any, additional endorsements are required by Lender.
11. Upon determination that the proposed insured property is being assessed for tax purposes other than agricultural and at a fair market value and the payment of the additional premium required for this amendment, Item 3, Schedule B, will be amended to read as follows, in the Mortgagee's Title Policy: "Taxes for the year 2013, and subsequent years, not yet due and payable."
12. The Company will amend Item 2 on Schedule B (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner policy; and (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule B as deemed necessary by the Company following its review of the survey. Note to Lender: The T-17 (PUD) Endorsement and the T-19 (Comprehensive / Restrictions, Encroachments, Minerals) Endorsement may not be issued without a current survey.
13. The closing must comply with the terms and conditions of the Earnest Money Contract. Any deviation from same should be reduced to writing and signed by all parties.
14. Issuing title company reserves the right to amend this commitment if such amendment is necessitated by the actual documents delivered at closing.
15. Title company requires five working days advance notice if a Power of Attorney is going to be used in connection with any of the closing instruments. Title company shall have the right to review Power of Attorney document for a sufficient time prior to closing.
16. H.B. 2930 requires a confidentiality notice be inserted in all instruments executed on or after January 1, 2004, transferring an interest in real estate to or from an individual. This would include deeds, deeds of trust, easements, leases, etc., but would not include those instruments, such as powers of attorney, which do not themselves transfer an interest in property.
- The required notice must be in 12-point boldface type or 12-point uppercase letters and must read substantially as follows:
- NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**
- This new statute only applies to instruments transferring an interest in realty to or from an Individual. It does not apply to transfer between corporations, partnerships, limited liability companies, and the like.
17. Lien instrument executed by Proposed Borrower on behalf of the Proposed Lender in the amount of the Proposed Loan to include the following paragraph: *All payments under the note whose payment is secured by this Deed of Trust shall be first applied to that portion of the debt, if any, payment of which is or may be found or declared to be invalidly secured by the lien of this Deed of Trust.*
18. Company may require the following properly executed Affidavits at time of closing (if applicable):
- Affidavit of Debts & Liens;
 - Marital Status Affidavit;
 - Not Same Person Affidavit.
19. Northshore Title, Inc., requires receipt of loan documents TWENTY-FOUR (24) HOURS prior to closing.

20. **NOTICE:** Title Company is unwilling to issue the Title Policy without the mineral exception(s) set out in Schedule B hereof. Optional Endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for each endorsement is \$50 on an Owners Title Policy and \$0 charge on a Loan Policy.
21. With respect to AQUARIUS HOLDINGS, LLC, a Limited Liability Company, Northshore Title, Inc. requires the following matters to be submitted for review:
- a. Copy of the articles of formation and any amendments thereto;
 - b. Copy of certificate of organization/formation issued by the Texas Secretary of State;
 - c. Statement by manager(s) of the limited liability company (or statement by the members of the limited liability company if it is member managed) that the proposed transaction does not involve a sale or mortgage of substantially all the assets of the limited liability company;
 - d. A certificate of incumbency stating the names of all the limited liability company: (i) managers; and, (ii) officers; or, (iii) members (if the entity is member managed).
 - e. Company Resolution (Not A Corporate Resolution) that sets forth a specific description of the transaction including the parties to the transaction, the amount of funds to be spent or borrowed, the property described, and which member, manager or officer is authorized to sign on behalf of the LLC for this transaction.
22. The Company requires a satisfactory statement from the Home Owners' Association or its agent stating the amount, if any, of the unpaid common or maintenance charges against the land to the date of closing. At that time, the Company may make additional requirements or exceptions.
23. Any matters revealed by current, on the ground, as-built survey to include Metes and Bounds descriptions for each lot.
24. Northshore Title, Inc., may require that further exceptions and/or requirements be made, depending upon the information submitted in satisfaction of the requirements set forth above.

Countersigned
Northshore Title, Inc.

By Deana Hichman

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 13-92032P-HO

Effective Date: March 20, 2013, 08:00 am

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

- 1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment as of December 31, 2012.

DIRECTORS

Alan Lynn Stinson
Raymond Randall Quirk
Anthony John Park

OFFICERS

Raymond Randall Quirk
Anthony John Park
Daniel K. Murphy
Michael L. Gravelle

President and Chief Operating Officer
Executive Vice President
Treasurer
Secretary

Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc. and Fidelity National Title Group, Inc. owns 100% of Chicago Title and Trust Company and Chicago Title and Trust Company owns 100% of Fidelity National Title Insurance Company.

- 2. The following disclosures are made by Northshore Title, Inc., the title agent issuing this commitment:

- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of Northshore Title, Inc.

Nathan A. East
Deana Hickman

- (b) A listing of each shareholder, owner, partner or other person having, owning or controlling ten (10) or more of an entity that has, owns or controls one percent (1%) or more of Northshore Title, Inc., are as follows:

- (c) If Northshore Title, Inc., is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent are as follows:

Nathan A. East, President
Deana Hickman, Vice-President
Drucilla A. East, Secretary-Treasurer

- 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:

Table with 2 columns: Policy Type and Amount. Rows include Owner's Policy, Loan Policy, Endorsement Charges, Other, and Total, all with a value of \$0.00.

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

Table with 3 columns: Amount, To Whom, For Services. Rows show 10.00% to Northshore Title, Inc. and 90.00% to Rockport Abstract and Title Company.

*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>
--	---

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 654-7041 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

Fidelity National Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1	2	3 2	4 7	5	6	7	8