COMMITMENT FOR TITLE INSURANCE

Issued by
Title Resources Guaranty Company

We, Title Resources 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 B and 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.

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.

Title Resources Guaranty Company

By: ____________________________
Executive Vice President

__________________________________
Secretary

An Authorized Signature

Form T-7: Commitment for Title Insurance
Effective 11/01/2009
Vintage Title

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 Vintage Title.

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 nonaffiliated companies that perform services on our behalf.

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

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

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 Title Resources Guaranty Company.

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 nonaffiliated companies that perform services on our behalf.

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

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Some states give you the right to access and correct nonpublic person information. You may contact us in writing at our Home Office, if you state law gives you this right.

07/12/05
Title Resources Guaranty Company

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 Title Resources Guaranty Company.

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 nonaffiliated companies that perform services on our behalf.

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

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Some states give you the right to access and correct nonpublic person information. You may contact us in writing at our Home Office, if you state law gives you this right.

07/12/05
Title Resources Guaranty Company
SCHEDULE A

File No.: 10573
Closer: Jan Matejka
(281) 239-0077

Effective Date of Commitment: January 13, 2012 at 8:00 a.m.
Issued: January 24, 2012 at 8:00 a.m.

1. The policy or policies to be issued are:
   
a. OWNERS POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: TBD
      Proposed Insured: TBD

b. TEXAS RESIDENTIAL OWNERS POLICY OF TITLE INSURANCE
   —ONE-TO-FOUR FAMILY RESIDENCES (Form T-1 R)
      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-2 R)
      Policy Amount:
      Proposed Insured:
      Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-15)
      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:

   Board of Regents of the Texas A&M University, by virtue of Dependent Administrator’s Deed of Distribution without Warranty recorded under Clerk’s File No. 114225, of the Official Records of Matagorda County, Texas.
ALL THAT CERTAIN 2825.659 ACRE TRACT OF LAND LOCATED IN THE H. HOSEA LEAGUE, ABSTRACT 57, MATAGORDA COUNTY, TEXAS, AND BEING ALL OF A CALLED 2903.90 ACRE TRACT IN THE NAME OF THE ESTATE OF HARRY GRAVES BURKHART III PER INSTRUMENT RECORDED IN CAUSE NO. 8597 IN THE COUNTY COURT OF MATAGORDA COUNTY, TEXAS, SAID 2903.90 ACRE TRACT BEING DESCRIBED IN VOLUME 194 PAGE 316 OF THE DEED RECORDS OF MATAGORDA COUNTY (D.R.M.C.), TEXAS, SAID 2825.659 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

NOTE: The Company is prohibited from insuring the area or quantity of 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 hereto.
BEGINNING at a 5/8" iron rod with cap set for corner, being the south corner of said called 2903.90 acre tract and bearing in County Road 409;

THENCE North 31°07'53" West, along the southwest line of said called 2903.90 acre tract, a distance of 9712.62 feet P.K. nail set for corner, from which a 1" iron pipe found bears North 22°23'00" East, a distance of 15.00 feet;

THENCE North 58°58'29" East, along the south line of a called 1476 acre tract in the name of Thomas B. Lunnell per instrument recorded in Volume 94, Page 313 of the said D.R.M.C., passing at a distance of 30 feet a 5/8" iron rod with cap set for reference, passing at a distance of 5724.53 feet a concrete monument with brass cap found, passing at a distance of 6191.13 feet a concrete monument found, passing at a distance of 6326.82 feet a concrete monument found, passing at a distance of 12400.22 feet a 5/8" iron rod with cap set reference, continuing for a total distance of 15432.72 feet to the top bank of the Colorado River;

THENCE along the top bank of the Colorado River the following 45 calls:

1) South 27°55'16" East, a distance of 142.99 feet to a point;
2) South 45°15'19" East, a distance of 276.48 feet to a point;
3) South 55°16'09" East, a distance of 430.42 feet to a point;
4) South 55°54'12" East, a distance of 285.27 feet to a point;
5) South 89°04'41" East, a distance of 402.00 feet to a point;
6) North 83°51'20" East, a distance of 628.12 feet to a point;
7) South 89°00'00" East, a distance of 365.08 feet to a point;
8) South 69°57'08" East, a distance of 404.81 feet to a point;
9) South 49°54'04" East, a distance of 180.89 feet to a point;
10) South 15°07'13" East, a distance of 113.23 feet to a point;
11) South 08°26'49" East, a distance of 246.50 feet to a point;
12) South 10°44'46" East, a distance of 503.52 feet to a point;
13) South 11°36'40" East, a distance of 589.64 feet to a point;
14) South 24°42'00" East, a distance of 445.30 feet to a point;
15) South 17°05'57" East, a distance of 251.25 feet to a point;
16) South 21°47'52" East, a distance of 201.73 feet to a point;
17) South 10°05'00" East, a distance of 465.72 feet to a point;
18) South 09°23'12" East, a distance of 484.74 feet to a point;
19) South 29°42'59" West, a distance of 218.16 feet to a point;
20) South 56°29'03" West, a distance of 385.91 feet to a point;
21) South 71°32'39" West, a distance of 287.62 feet to a point;
22) South 88°09'43" West, a distance of 486.44 feet to a point;
23) North 83°40'42" West, a distance of 534.32 feet to a point;
24) North 87°35'23" West, a distance of 483.80 feet to a point;
25) North 72°52'15" West, a distance of 238.62 feet to a point;
26) South 40°18'55" West, a distance of 429.78 feet to a point;
27) South 32°43'21" West, a distance of 370.66 feet to a point;
28) South 04°14'02" West, a distance of 227.73 feet to a point;
29) South 18°17'18" East, a distance of 211.63 feet to a point;
30) South 31°39'55" East, a distance of 367.61 feet to a point;
31) South 59°23'57" East, a distance of 269.90 feet to a point;
32) South 68°07'35" East, a distance of 406.03 feet to a point;
33) North 88°00'00" East, a distance of 317.08 feet to a point;
34) North 77°13'51" East, a distance of 150.89 feet to a point;
35) South 85°28'31" East, a distance of 219.32 feet to a point;
36) South 74°13'26" East, a distance of 446.29 feet to a point;
37) South 71°29'56" East, a distance of 494.21 feet to a point;
38) South 78°56'05" East, a distance of 556.44 feet to a point;
39) South 77°59'45" East, a distance of 708.20 feet to a point;
40) South 77°00'39" East, a distance of 316.65 feet to a point;
41) South 78°20'32" East, a distance of 415.97 feet to a point;
42) South 75°45'30" East, a distance of 159.27 feet to a point;
43) South 18°18'27" East, a distance of 268.42 feet to a point;
44) South 02°24'21" East, a distance of 489.24 feet to a point;
45) South 04°57'34" East, a distance of 233.02 feet to a point;

THENCE South 58°53'12" West, along the south line of said called 2903.90 acre tract and the north line of a called 2292.5893 acre tract in the name of Jack O. Miller, Jr., et al per instrument recorded in Volume 425, Page 621 of the Official Records of Matagorda County, passing at a distance of 30.00 feet a 5/8" iron rod with cap set reference, continuing for a total distance of 12766.14 feet to the POINT OF BEGINNING and containing 2825.659 acres of land more or less.

EXHIBIT "A"
SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

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

   DELETED

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Mortgage Title Policy only or Owners Title Policy with prescribed premium).

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner 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 Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2012 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagor's Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to the Date of Policy" in lieu of "for the year 2012 and subsequent years.") Schedule B, Item 5, may be amended to delete the words "and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership." AND to add "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2012 are not yet due and payable." (Mortgage Policy only or Interim Construction Binder only, upon request and payment of premium)

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 Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)

Schedule B of this Commitment consists of 3 page(s)

Title Resources Guaranty Company
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. 
   (Applies to Mortgagee (T-2) Policy only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential 
    Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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. Rights of Parties in Possession (OWNER'S POLICY ONLY)

   b. A(n) pipeline easement 30 feet in diameter, dated May 4, 1971, in favor of Transcontinental Gas Pipe line Corporation, 
      as grantee, and recorded in Volume 495, Page 83, of the Deed Records of Matagorda County, Texas.

   c. Right-of-Way agreement (Valve), dated February 3, 1975, in favor of Seadrift Pipeline Corporation, as grantee, and 
      recorded in Volume 546, Page 544, of the Deed Records, of Matagorda County, Texas.

   d. Surface easement (Valve), dated June 3, 1975, in favor of Seadrift Pipeline Corporation, as grantee, and recorded in 
      Volume 555, Page 107, of the Deed Records, of Matagorda County, Texas.

   e. Surface easement (Valve), dated June 3, 1975, in favor of Seadrift Pipeline Corporation, as grantee, and recorded in 
      Volume 572, Page 270, of the Deed Records, of Matagorda County, Texas.

   f. Agreement with Wharton County Electric Co-Operative, Inc. for the installation, operation and maintenance of an 
      underground/overhead electrical service distribution system, as recorded in Volume 621, Page 859, of the Deed Records 
      of Matagorda County, Texas.

   g. Pipeline Right-of-Way Easement, dated February 26, 1980, in favor of Eossearch Corporation, as grantee, and recorded in 
      Volume 646, Page 852, of the Deed Records, of Matagorda County, Texas.

   h. Pipeline Right-of-Way Easement, dated April 5, 1982, in favor of Transcontinental Gas Pipeline Corporation, as grantee, 
      and recorded in Volume 703, Page 577, of the Deed Records, of Matagorda County, Texas.

   i. Pipeline Right-of-Way Easement, dated December 7, 1984, in favor of Transcontinental Gas Pipeline Corporation, as 
      grantee, and recorded in Volume 49, Page 424, of the Official Records, of Matagorda County, Texas.

   j. Pipeline Right-of-Way Easement, dated November 20, 1984, in favor of State Gas Pipeline Company, as grantee, and 
      recorded in Volume 54, Page 488, of the Official Records, of Matagorda County, Texas.

   k. Amendment to Pipeline Right-of-Way Easement, dated May 6, 1985, in favor of State Gas Pipeline Company, as grantee, 
      and recorded in Volume 67, Page 761, of the Official Records, of Matagorda County, Texas.

   l. Amendment to Pipeline Right-of-Way Easement, dated May 6, 1985, in favor of Transcontinental Gas Pipeline 
      Corporation, as grantee, and recorded in Volume 74, Page 602, of the Official Records, of Matagorda County, Texas.

Schedule B of this Commitment consists of 3 page(s)
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 materialman's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Mortgagese 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: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien(s) or other indebtedness which could give rise to any security interest in the subject property.
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 issuing Title Insurance Company, Title Resources Guaranty Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

   Shareholders: Title Resources Incorporated which is owned 100% by TAW Holding, Inc.
   Directors: Donald J. Casey; Anthony E. Hull; J. Scott McCall; Thomas N. Rispoli; Elliott Rose; Hilary S. Stroup; Marilyn J. Wasser
   Officers: Chief Executive Officer; J. Scott McCall; President, J. Christopher Phillips; Executive Vice President/Assistant Secretary, Marilyn Wasser; Executive Vice President/Treasurer, Anthony E. Hull; Senior Vice President/General Counsel/Secretary, Michael P. Goddard; Senior Vice President/Chief Operating Officer, Robert Way; Vice President/Asst. Secretary, E. Paul McVitt, Jr.; Vice President/Asst. Treasurer, Raymond Rees; Vice President, Wade Thunhorst; Vice President, John T. Updegraff, Jr.; Vice President, Richard Wor sham; Vice President, Paul Myers; Vice President, Clayton E. Greenberg; Vice President, Geri Hosterman

As to Vintage Title (Title Insurance Agent), the following disclosures are made:

B-1. If Agent is a corporation, the shareholders owning or controlling, directly or indirectly 1% or more of the shares of Agent as of the last day of the year preceding the date hereinafter set forth are as follows (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent)

   Glenn Douglas, Terry M. Thorn, Sheila Davis

B-2. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning 10% or more of those entities referred to in item no.

   B-1 hereinafter as of the last day of the year preceding the date hereinafter set forth are as follows:

   None

B-3. If undersigned Agent is a corporation, the following is a list of the members of the Board of Directors, as of the last day of the year preceding the date hereinafter set forth.

B-4. If the Agent is a corporation, the names of any directors, president, executive or senior vice president, secretary and treasurer if any of the Title Insurance Agent are as follows:

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 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:

<table>
<thead>
<tr>
<th>Owners Policy</th>
<th>Loan Policy</th>
<th>Endorsement Charges</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

Of this total amount $_________ or 15% (complete one only) will be paid to Title Resources Guaranty Company; $_________ or $5.5% (complete one only) will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>% (complete only one)</th>
<th>Paid to</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>$______</td>
<td>_________% (complete only one)</td>
<td>_______</td>
<td>________</td>
</tr>
<tr>
<td>$______</td>
<td>_________% (complete only one)</td>
<td>_______</td>
<td>________</td>
</tr>
<tr>
<td>$______</td>
<td>_________% (complete only one)</td>
<td>_______</td>
<td>________</td>
</tr>
</tbody>
</table>

*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 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."

I request deletion of the Arbitration provision.

SIGNATURE: __________________________ DATE: __________________________

Title Resources Guaranty Company