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.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

Authorized Signature

Snyder Abstract & Title Company, Inc.

Company

Snyder, TX

City, State

stewart

title guaranty company

**Matt Morris** 

lauau

**President and CEO** 

Denise Carraux Secretary

## SCHEDULE A

Effective Date: June 15, 2016 at 08:00 AM.

SNYDER ABSTRACT & TITLE COMPANY, INC.

Commitment Number: 16-740P

	Date Iss	sued: June 16, 2016 at 08:00 AM.				
1.	Policy or Policies to be issued:					
	A.	OWNER'S POLICY OF TITLE INSURANCE (Form T-1) (Not applicable for improved one-to-four family residence real estate) Policy Amount: \$TBD PROPOSED INSURED: TBD				
	В.	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 (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 Sin	nple				
3.	Record	title to the land on the Effective Date appears to be vested in:				
		AS MONROE PATTERSON				
		CONTINUED ON CONTINUATION SHEET ATTACHED HERETO AND MADE A PART HEREOF				

## GF#16-740P CONTINUATION OF SCHEDULE A – LEGAL DESCRIPTION COMMITMENT FOR TITLE INSURANCE

### 4. Legal description of land:

<u>Tract 1:</u> Being a 50.988 acres tract of land in the South-half of Section 92, Block 2, H&TC Ry. Co. Survey, Scurry County, Texas, and being part of that land that interest has been conveyed to Richard P. Smedley in Deeds of record in Volume 389, Page 81, and Volume 390, Page 7, both in Deed Records of Scurry County, Texas, this 50.988 acres tract being described as follows:

BEGINNING at a found 1" iron pipe in pile of stone, for the SW corner of this tract and being the NE corner of the West part of Section 85, Block 2, H&TC Ry. Co. Survey, Scurry County, Texas, from which the SW corner of Section 92, NW corner of Section 85 bears S. 74° 55' 57" W. 2792.75 feet and a found 1" iron pipe, the SE corner of the West part of Section 85 bears S. 15° 01' 36" E. 4373.92 feet;

THENCE N. 15° 01' 37" W., across the West part of the S/2 of Section 92, for a distance of 2624.53 feet to a set ½" iron rod with cap marked "Stewart Surveying" set in fence line, for the NW corner of this tract; from which present fence corner bears S. 74° 21' 49" W. 2790.21 feet;

THENCE N. 74° 12' 45" E., with fence, for a distance of 838.87 feet to a point for the NE corner of this tract, from which a 5" O.D. pipe fence corner post bears N. 74° 12' 45" E. 48.26 feet;

THENCE S. 15° 16' 39" E., for a distance of 2635.09 feet to a point in the South line of Section 92, North line of Section 85, for the SE corner of this tract of land, from which a found 5" O.D. fence corner post bears N. 75° 11' 38" E. 50.64 feet;

THENCE S. 74° 55' 57" W., with the South line of Section 92, North line of Section 85, for a distance of 850.32 feet to the PLACE OF BEGINNING.

<u>Tract 2:</u> Being all of the East One Hundred acres (E. 100 ac) of the South One-half (S/2) of Section No. 92, in Block No. 2, of the H&TC Ry. Co. Survey, Scurry County, Texas, described by metes and bounds as follows:

BEGINNING at the Southeast corner of said Section 92;

THENCE North 15° West with the East line of said Section 92 for 950 varas to a stake for a corner;

THENCE South 75° West parallel with the South line of said Section 92 for 593.75 varas to a stake for corner:

THENCE South 15° East parallel with the East line of said Section 92 for 950 varas to a stake in the South line of said Section 92;

THENCE North 75° East with the South line of said Section 92 for 593.75 varas to the PLACE OF BEGINNING.

Countersigned:

SNYDER ABSTRACT & TITLE COMPANY, INC.

### SCHEDULE B EXCEPTIONS FROM COVERAGE

Commitment Number: 16-740P

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

- 1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
- 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 right 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 2016, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 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 document creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a) Oil, Gas and Mineral Lease to Standard Oil Co. of Texas dated January 23, 1959, recorded in Volume 198, Page 357, Oil and Gas Records, Scurry County, Texas, relative to Tracts 1 and 2.
  - b) Oil, Gas and Mineral Lease to C. Neil Johnson, Jr. dated January 24, 1973, recorded in Volume 246, Page 448, Oil and Gas Records, Scurry County, Texas, relative to Tracts 1 and 2.

CONTINUED ON CONTINUATION SHEET
ATTACHED HERETO AND MADE A PART HEREOF

SNYDER ABSTRACT & TITLE COMPANY, INC.

## GF#16-740P CONTINUATION OF SCHEDULE B - EXCEPTIONS COMMITMENT FOR TITLE INSURANCE

- c) Oil, Gas and Mineral Lease to Eight Energy, Inc. dated December 12, 2011, recorded in Volume 760, Page 195, Official Public Records, Scurry County, Texas, as amended in Volume 776, Page 271 and in Volume 849, Page 263, Official Public Records, Scurry County, Texas, relative to Tract 1.
- d) Memorandum of Oil and Gas Lease to Trail Ridge Energy Partners II, LLC, recorded in Volume 808, Page 480 and amended in Volume 813, Page 199, Official Public Records, Scurry County, Texas, relative to Tract 2.
- e) Memoranda of Oil and Gas Leases to Trail Ridge Energy Partners II, LLC, recorded in Volume 813, at Pages 209, 212, 215, 218, 221, 224 and 227, Official Public Records, Scurry County, Texas, relative to Tract 2.
- f) Memorandum of Lease and Easement to Camp Springs Wind, LP dated March 22, 2006, recorded in Volume 598, Page 556, Official Public Records, Scurry County, Texas, relative to Tracts 1 and 2.
- g) An undivided 1/4th of 1/8th non-participating royalty interest previously reserved and excepted in Warranty Deed dated November 14, 1940 from Snyder National Bank, Snyder, Texas, to Forrest Jones, recorded in Volume 76, Page 460, Deed Records, Scurry County, Texas, relative to Tracts 1 and 2.
- h) Mineral Reservation contained in Warranty Deed dated March 30, 1994 from Joyce Russell to Richard P. Smedley and Norma Smedley, recorded in Volume 389, Page 81, Deed Records, Scurry County, Texas, relative to Tract 1.
- i) Mineral interest reserved in Warranty Deed dated November 28, 2005 from Richard P. Smedley, also known as Richard Paul Smedley, to Anita Talbott, as Trustee of The Glenn Patterson Irrevocable Family Trust, recorded in Volume 587, Page 441, Official Public Records, Scurry County, Texas, relative to Tract 1.
- j) Mineral reservation contained in Warranty Deed dated November 29, 1960 to Ben Harless, recorded in Volume 221, Page 4, Deed Records, Scurry County, Texas, relative to Tract 2.
- k) Mineral reservation contained in Warranty Deed dated June 24, 1975 from Geleska Harless Baze, et.al. to Don W. Harless, recorded in Volume 289, Page 612, Deed Records, Scurry County, Texas, relative to Tract 2.
- 2.50 acres conveyed to Scurry County by Right-of-Way Deed dated September 1, 1951, recorded in Volume 138, Page 191, Deed Records, Scurry County, Texas.
- m) 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.
- n) Rights of Parties in Possession. (Owner's Title Policy only)

Countersigned:

SNYDER ABSTRACT & TITLE COMPANY, INC.

## SCHEDULE C REQUIREMENTS

Commitment Number: 16-740P

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:

- (a) Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- (b) Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the person named in paragraph 3 of Schedule A.
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- (c) You must pay the seller or borrower the agreed amount for your property or interest.
- (d) 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.
- (e) We require acceptable photo identification for all signatures.
- (f) 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 Title Agent may disburse from its escrow account.
- (g) The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of the insurance is \$1,000,000 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, (non-residential property only), a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions.
- (h) Affidavit as to Debts and Liens, properly executed and acknowledged.
- (i) Waiver of Inspection, properly executed by Purchasers.
- (j) Upon receipt of satisfactory survey, and payment of the appropriate premium, Item No. 2 of Schedule "B" hereof will be amended to read "shortages in area" and additional exception will be taken to any other matters as shown thereon.

SNYDER ABSTRACT & TITLE COMPANY, INC.

#### **SCHEDULE D**

#### Order No. GF 16-740P

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made:

A-I Shareholders owning, controlling or holding, either personally or beneficially, 10% or more of the lease Shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove setforth 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 fifteen 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 SNYDER ABSTRACT & TITLE COMPANY (Title Insurance Agent), the following disclosures are made:

- B-1 Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: **David Cotton.**
- B-2 Shareholders, owners, partners or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Company are as follows:
- B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: David Cotton, Dan Cotton.
- B-4 If Title Insurance Agent is a corporation, the following is a list of officers: President: David Cotton, Vice-President: Dan Cotton, Secretary-Treasurer: Rita Knox
- 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:

Owner's Title Policy \$ TBD
Loan Title Policy \$
Endorsement Charges \$
Total \$ TBD

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 42.5% will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

42.5% to Cotton & Cotton, Attorneys for Title Examination

"\*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 State Board of Insurance."

SNYDER ABSTRACT & TITLE COMPANY, INC.

STEWART TITLE

**Guaranty Company** 

#### **CONDITIONS AND STIPULATIONS**

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

All notices required to be given to the Company and any statement in writing to be furnished to the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

STEWART TITLE GUARANTY COMPANY

## STEWART TITLE GUARANTY COMPANY

#### IMPORTANT INFORMATION

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

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

- filing a complaint against an insurance company or agent,
- 2. whether an insurance company or agent is licensed,
- complaints received against an insurance company or agent.
- 4. policyholder rights, and
- 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 INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

- como someter una queja en contra de una compania de seguros o agente de seguros,
- 2. si una compania de seguros o agente de seguros tiene licencia,
- quejas recibidas en contra de una compania de seguros o agente de seguros,
- 4. los derechos del asegurado, y
- una lista de publicaciones y servicios para consumidores disponibles a traves 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 titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 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.

# STG Privacy Notice Stewart Title Companies

## WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affillates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affillates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 16-740P