Addendum No. 1
Issued: 12/13/23

RFP No.:
758-24-00089
Hotel Developer

FOR
THE TEXAS STATE UNIVERSITY SYSTEM
AUSTIN, TEXAS

Notice To All Potential Respondents:

This Addendum to Request for Proposal (RFP) No. 758-24-00089 modifies the bid documents originally posted on 11/28/2023 with the amendments and additions noted below.

Prepared By:
Jenn DeLeon
The Texas State University System
Jennifer.deleon@tsus.edu
I. Questions and Answers:

The questions below were asked during the pre-proposal conference held on December 11, 2023, and have been answered by The System.

1. Does the University have a preferred financing structure for this project?

   **Answer:** No. The University is agnostic as to the financing structure and encourages the creativity of the development community to present structures that can deliver on the University’s objectives, as outlined in the RFP.

   The University is agnostic as to the form of ground rent (fixed/variable) and will give preference to a structure that provides the greatest return to the University while first delivering on the University’s objectives, as outlined in the RFP.

2. How will the University support this project’s success?

   **Answer:** The University is promoting the success of this project through a variety of measures, including:

   - Advertised as the official Texas State hotel on the University website, including for all prospective students, faculty and staff, athletic and art events, and LBJ Student Center conferences and events.
   - Require all lodging paid for by the University in the San Marcos market to book through this hotel, unless the hotel is fully booked.
   - Facilitate collaboration with the LBJ Student Center, Texas State Athletics, and university admissions to capitalize on events and conferences hosted on campus.
   - Offer market-rate parking for the project in adjacent University-owned parking garages for the length of the ground lease, to offset the construction of parking onsite.

3. Are any local incentives being offered for the Project?

   **Answer:** As a University-hotel serving the public, and based on preliminary conversations with Hays County, it is Texas State’s goal that the project remains 100% exempt from property taxes. The University will facilitate a meeting between the shortlisted proposers and Hays County representatives to discuss the tax treatment.

   The City of San Marcos supports the development of this hotel and will consider occupancy tax abatements for the project. The University will facilitate a meeting between the shortlisted proposers and the City of San Marcos representatives to discuss the tax treatment.
4. **Does the solicitation process allow for the University to move directly into the selection of a developer without the qualifications and/or final submission stage?**

   **Answer:** No. The System intends to follow the solicitation process outlined in the RFP, which consists of an Initial Submission that will qualify a shortlist of firms and a Final Submission that will include a technical and financial offer. It is from this two-step process that The System intends to select a development partner. This approach is intended to respect the time and energy of the proposers and to limit the amount of work needed to participate in the first phase.

5. **Please detail the plans for the existing site improvements – what will happen to those structures and the occupants therein?**

   **Answer:** The University is consolidating the functions of the admissions center into the J.C. Kellam Administration Building and all occupants of the Richard A. Castro Undergraduate Admissions Center, and the Annex building will be relocated prior to construction of this facility.

   The Richard A. Castro Undergraduate Admissions Center building will be relocated prior to commencement of construction. The use of the Annex building on the back of the property will be left to the developer’s discretion to be used or demolished.

6. **Are there restrictions or specific mitigation actions required for the trees on the site?**

   **Answer:** The University has included a tree survey as part of the site due diligence materials that are included in the RFP. While there were no heritage trees identified on the site, the University encourages the preservation of as many trees as possible, both for stewardship as well as to promote the character of the hotel. The University is recognized by Tree Campus USA and, as such, will replace in kind a similar caliper-inch of trees removed from the site elsewhere on University-owned land.

II. **Provision of Pending Documents:**

   The survey (Appendix F, Item B) and the title report (Appendix F, Item C) were pending when the RFP was originally posted. Both documents are included in the pages following the end of this Addendum.

END OF ADDENDUM 1
APPENDIX F – ITEM B

SURVEY
APPENDIX F – ITEM C

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

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

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

CORRIDOR TITLE LLC
By: ____________________________

Authorized Countersignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document
### TEXAS TITLE INSURANCE INFORMATION

<table>
<thead>
<tr>
<th>Title insurance insures you against loss resulting from certain risks to your title.</th>
<th>El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterderlo completamente antes de la fecha para finalizar su transacción.</td>
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</tbody>
</table>

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

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

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

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

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

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

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

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-888-632-1642

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

1 First American Way
Santa Ana, California 92707

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de First American Title Guaranty Company’s para obtener información o para presentar una queja al:

1-888-632-1642

Usted también puede escribir a First American Title Guaranty Company:

1 First American Way
Santa Ana, California 92707

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro con una reclamación, usted debe comunicarse con el First American Title Guaranty Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

FIRST AMERICAN TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date: November 16, 2023, 08:00 am

GF No. 23-2986-CH

Commitment No. _______________________, issued November 27, 2023, 08:00 am

1. The policy or policies to be issued are:
   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: PROPOSED INSURED:
   b. TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower: Texas State University
   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:

   Tract 1: State of Texas, for the use and benefit of Southwest Texas State University n/k/a Texas State University

   Tracts 2 and 3: Texas State University
4. Legal description of land:

Tract 1: Lots 3 and 4, UNIVERSITY PLAZA, SECTION TWO, a subdivision in Hays County, Texas, according to the map or plat of record in Volume 4, Page 189, of the Plat Records of Hays County, Texas.

Tract 2: Lot 1, UNIVERSITY PLAZA, SECTION ONE, a subdivision in Hays County, Texas, according to the map or plat of record in Volume 2, Page 219, of the Plat Records of Hays County, Texas.

Tract 3: Being a 3,380 square foot tract of land, more or less, out of FARM LOT 22, OF THE ORIGINAL TOWN OF SAN MARCOS, a subdivision in Hays County, Texas, according to the map or plat of record in Volume 46, Page 448, of the Deed Records of Hays County, Texas, being that same 3,380 square feet conveyed in Volume 4822, Page 635, of the Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.
EXHIBIT “A”

Being 3,380 square feet of land, more or less, out of Farm Lot 22 of the Original Town of San Marcos, as recorded in Volume 46, Page 448, Hays County, Texas; being that same property conveyed in Warranty Deed to The Southland Corporation, a Texas corporation, dated October 16, 1981, recorded in Volume 365, Page 852, Deed Records, Hays County, Texas, and being described as follows:

Beginning at a 1” iron pipe found for the southeast corner of the aforereferenced Scrutchin Properties, Inc. tracts, in the west line of Guadalupe Street for the southeast corner of this tract;

THENCE leaving the place of beginning and Guadalupe Street with the south line of the Scrutchin Properties, Inc. tracts S 82 degrees, 01’ 48” W 169.02 feet to a point for the southwest corner of the herein described tract;

THENCE entering the Scrutchin Properties, Inc. tracts N 07 degrees, 54’ 00” W 20.00 feet to a point for the northwest corner of the herein described tract;

THENCE N 82 degrees 01’ 48” E 169.02 feet to an iron rod set for the northeast corner of the herein described tract, in the west line of Guadalupe Street and to the east line of the Scrutchin Properties, Inc. tracts;

THENCE with the east line of the Scrutchin Properties, Inc. tracts S 07 degrees 54’ 00” E 20.00 feet to the PLACE OF BEGINNING, there being described by these metes and bounds 3380 square feet, more or less, of land area.
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 data or delete this exception):

   Those recorded in Volume 4822, Page 635 (Tracts 2 and 3), of the Official Public Records of Hays County, Texas, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

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 2023, 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 of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance
(T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

a. Rights of parties in possession. (Owner's Policy Only) This exception may be deleted at the request of the proposed insured, upon a physical inspection by the Title Company and payment of its reasonable and actual costs thereof.

b. 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.

c. 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. The term “encroachment” includes encroachment of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land. In the event of a conflict between this exception and Covered Risk ‘1.(c)’, this exception shall control. (Applies to Owner's Policy only)

d. Rights of tenants in possession under unrecorded leases or rental agreements.

e. All conveyances, contracts, deeds, reservations, exceptions, limitations, leases, and similar interests in or to any geothermal energy and associated resources below the surface of land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not, all as provided by Section 2703.056 (a) of the Texas Insurance Code.

f. Easement executed by Scrutchin Properties, Inc., to the City of San Marcos, dated September 8, 1981, recorded in Volume 364, Page 599, of the Deed Records of Hays County, Texas. (Tracts 2 and 3)

g. Easement reserved in Warranty Deed, dated October 16, 1981, recorded in Volume 365, Page 852, of the Deed Records of Hays County, Texas. (Tract 3)

h. Easement executed by Southland Corporation, to University Place Joint Venture, dated October 26, 1983, recorded in Volume 405, Page 203, of the Deed Records of Hays County, Texas. (Tract 3)

i. Terms, conditions and stipulations of that certain Lease Agreement by and between _____, as Lessor, and _____, as Lessee, as evidenced by Memorandum dated __, 2023, and recorded in Document No. ____, of the Official Public Records of Hays County, Texas.
**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, 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. This is a preliminary commitment only, and is subject to review and approval from Regional Underwriting. Upon receipt of same, additional requirements and/or exceptions may be made.

6. If survey amendment is requested for Schedule B, Item 2, Company must be furnished with a survey plat, with correct metes and bounds description of the property to be insured, by a Licensed Public Surveyor acceptable to this Company. When same is submitted, it is to be returned to the examiner for inspection and approval and possible further requirements.

7. 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.

8. The Company must be furnished evidence of the authority and/or capacity of the party executing the conveying document.

9. We must be furnished with a properly executed Affidavit of Debts and Liens, executed by the record owner and/or seller.

10. We must be furnished with a properly executed Waiver of Inspection executed by the Purchaser(s).

11. This file must be updated prior to closing.

12. If a durable power of attorney is to be used in this transaction:

   1. Company requires an original power of attorney be provided that is suitable for filing of record, as required by Section 751.151 of the Texas Estates Code.
2. The Agent under the Durable Power of Attorney shall provide an executed Certification of Durable Power of Attorney in a form acceptable to the underwriter.

3. All documents in this transaction to be filed of record, including but not limited to any durable power of attorney used in this transaction, must wholly be in the English language, as required by Texas Property Code Section 11.002(a), in order to be filed in the real property records. If not wholly in the English language, company requires and requests a sworn English translation as described in Section 11.002, subparagraphs (b) or (c), of the Texas Property Code, suitable for filing of record.

13. FOR INFORMATIONAL PURPOSES ONLY: The following conveyances involving the subject property were recorded within the last 24 months (or, if none, the most recent conveyance): Vesting being recorded in Volume 656, Page 263 (Tract 1), of the Real Property Records; and Document No. 23036950, and Volume 4822, Page 635, (Tracts 2 and 3), of the Official Public Records of Hays County, Texas.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

GF No. 23-2986-CH  Effective Date: November 16, 2023, 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

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

   Directors: Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

   Officers: President: Christopher M. Leavell; Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: H. Matthew McCreadie

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: CORRIDOR TITLE, LLC

   a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

      Patrick M. Rose

   b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: None.

   c. The following persons are managers and officers of the Title Insurance Agent:

      MANAGERS     OFFICERS
      Patrick M. Rose   Patrick M. Rose, President
                         Jayne Heckmann, CFO

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:

   Owner's Policy $0.00
   Loan Policy $328.00
   Endorsement Charges $0.00
   Other $0.00
   Total $328.00

   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:

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<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
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</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'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 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 Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.
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 Corridor Title 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 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 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.

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 non-public 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 personal information.
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<th>Email/Contact Details</th>
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<tr>
<td>Aaron Gentry</td>
<td>TVS</td>
<td><a href="mailto:agentry@tvsdesign.com">agentry@tvsdesign.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>404-593-9073</td>
</tr>
<tr>
<td>Ed Hensler</td>
<td>Preston Hollow Design</td>
<td><a href="mailto:ehensler@phccap.com">ehensler@phccap.com</a></td>
</tr>
<tr>
<td>Matt Levin</td>
<td>Stifel</td>
<td><a href="mailto:Matt.levin@stifel.com">Matt.levin@stifel.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>214-706-9483</td>
</tr>
<tr>
<td>Arman Azad</td>
<td>KeyBanc Capital Markets (Financing Partner)</td>
<td><a href="mailto:arman.azad@key.com">arman.azad@key.com</a></td>
</tr>
<tr>
<td>Stephen Hill</td>
<td>KeyBanc Capital Markets (Financing Partner)</td>
<td><a href="mailto:stephen.hill@key.com">stephen.hill@key.com</a></td>
</tr>
<tr>
<td>Wendy Dunnam Tita</td>
<td>Principal Page</td>
<td><a href="mailto:wdt@pagethink.com">wdt@pagethink.com</a></td>
</tr>
<tr>
<td>Cady Zawatson</td>
<td>Arquitectonica (Architect)</td>
<td><a href="mailto:czawatson@arquitectonica.com">czawatson@arquitectonica.com</a></td>
</tr>
<tr>
<td>Hossam Ahmed</td>
<td>Development Advisory Director</td>
<td><a href="mailto:hossam.ahmed@altusgroup.com">hossam.ahmed@altusgroup.com</a></td>
</tr>
<tr>
<td>Rob Reiter</td>
<td>Alta Architects</td>
<td><a href="mailto:rob.reiter@alta-architects.com">rob.reiter@alta-architects.com</a></td>
</tr>
<tr>
<td>Clayton Freels</td>
<td>Midway (Developer)</td>
<td><a href="mailto:cfreels@midway.team">cfreels@midway.team</a></td>
</tr>
<tr>
<td>Sara Ibarra</td>
<td>Business Development Director</td>
<td><a href="mailto:sibarra@pagethink.com">sibarra@pagethink.com</a></td>
</tr>
<tr>
<td>Karen Krueger</td>
<td>UTSA</td>
<td><a href="mailto:karen.krueerguerrero@utsa.edu">karen.krueerguerrero@utsa.edu</a></td>
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<tr>
<td>Allison Walling Ellis</td>
<td>OJB Landscape Architecture</td>
<td><a href="mailto:awalling@ojb.com">awalling@ojb.com</a></td>
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