

**WOOD, BOYKIN & WOLTER**

A Professional Corporation

615 N. Upper Broadway, Suite 1100


Corpus Christi, Texas 78477

(361) 888-9201

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MEMORANDUM

TO: Mayor Adame and Members of the City Council

FROM: John D. Bell 

DATE: November 25, 2009

RE: Title Insurance Commitment Concerning Coliseum Site (attached)

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The City Legal Department contacted Security Title in order to obtain a Commitment for Title Insurance concerning the Coliseum Site. The Commitment has been issued on behalf of Commonwealth Land Title Insurance Company, a company authorized to do business in Texas. The Commitment is for the name of a party and lender "TO BE DETERMINED" and also would be subject to the inclusion of more specific information concerning the date of the Lease describing the leasehold interest being insured.

The property covered by the Commitment includes the parcel patented by the State of Texas to the City between the existing lanes of Shoreline Drive south of Kinney Street and north of Park Avenue. A survey or replat of the property will be required in order to obtain a more definitive legal description.

The Commitment notes only one instrument creating a restriction which is identified in Schedule B, Section 1 and again in Section 10.i. That instrument pertains to the conveyance of property in 1940 to Carrie Lichtenstein having 85 feet of frontage on Shoreline approximately 70 feet north of Park Avenue, immediately across from the present Memorial Coliseum. The restriction prohibits the construction of "any building other than for ornamental or governmental purposes" on the City's retained property east of this tract. As a result, it could limit some of the future use of that portion of the property where the Coliseum is currently located.

In Schedule C, the Commitment also notes that the "Company requires satisfactory evidence the lease transaction was properly authorized by the City of Corpus Christi with a specific finding that the lease is in the best interest of the City." No other requirements are specified other than the ones on the printed Commitment form.

Commitments for Title Insurance are issued in Texas at no cost. The only fees or charges to be incurred would be insurance premiums and closing costs paid in the event one or more policies of Title Insurance are issued by the company at some time in the future.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: November 5, 2009, 8:00 am  
G.F. No. or File No. 0994887945 issued: November 16, 2009, 8:00 am  
(if applicable)

1. The policy or policies to be issued are:
  - (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: TO BE DETERMINED  
PROPOSED INSURED: TO BE DETERMINED
  - (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE -  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: PROPOSED INSURED:
  - (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: PROPOSED INSURED:  
Proposed Borrower: **TO BE DETERMINED**
  - (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: PROPOSED INSURED:  
Proposed Borrower: MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
  - (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: PROPOSED INSURED:  
Proposed Borrower: OTHER
  - (f) OTHER  
Policy Amount: PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Leasehold Estate**
3. Record title to the land on the Effective Date appears to be vested in:  
**CITY OF CORPUS CHRISTI, TEXAS, A MUNICIPAL CORPORATION**  
  
VIA: Patent Deed dated January 4, 1924, from the State of Texas to City of Corpus Christi, recorded under Clerk's File No. 13211, Volume 144, Page 626, Deed Records of Nueces County, Texas; and in Patent issued by the State of Texas to the City of Corpus Christi, recorded under Clerk's File No. 209484, Volume 312, Page 269, Deed Records of Nueces County, Texas.
4. Legal description of the land:  
  
All that certain tract, piece or parcel of land being a portion of STATE ABSTRACT NO. 2673, SURVEY 803, situated in the City of Corpus Christi, Texas, and being more particularly described as a portion of an Un-Numbered Shoreline Block, located South of Sherill Park, bounded on the North by Kinney Street, on the East and West by Shoreline Boulevard, and on the South by Park Avenue, as shown on the map of "THE BAYFRONT PLAN OF CORPUS CHRISTI, TEXAS", recorded in Volume 9, at Pages 38 to 41, inclusive, Map Records of Nueces County, Texas, and being more particularly described by metes and bounds as follows, to-wit:  
  
(Secure a current on the ground survey showing the exact boundaries of the property to be conveyed in the current transaction.)

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
EXCEPTIONS FROM COVERAGE

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

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

Clerk's File No. 152945, Volume 260, Page 227, Deed Records of Nueces County, Texas.

RESTRICTIONS 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, ARE HEREBY DELETED TO THE EXTENT SUCH RESTRICTIONS VIOLATE 42 USC 3607 (C).

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 Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2010, 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 Mortgage Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title

8. 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 Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgage Policy (T-2R). (Applies to Texas Short Form Residential Mortgage Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgage Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. Rights of Parties in Possession. (Owner's Policy Only)
  - b. Any visible and apparent unrecorded easements on the insured property. (Owner's Policy Only)
  - c. Rights of tenants in possession under any and all outstanding lease agreement recorded or unrecorded
  - d. Building, Zoning, Platting and Regulatory Ordinances of the City of Corpus Christi, Texas.
  - e. Exception and Reservation of all mines and minerals and mineral rights, including oil and gas in and under said land, together with the right to enter thereon for the purpose of development, by the State of Texas in Patent issued by Pat M. Neff, Governor of the State of Texas to the City of Corpus Christi, Texas, dated January 4, 1924, recorded under Clerk's File No.13211, Volume 144, Page 626, Deed Records of Nueces County, Texas; together with all rights incident to the owners and lessees of the minerals. Title to said interest not checked subsequent to date of aforesaid instrument.
  - f. Exception and Reservation of all mines and minerals and mineral rights, including oil and gas in and under said land, together with the right to enter thereon for the purpose of development, by the State of Texas in Patent issued by Coke R. Stevenson, Governor of the State of Texas to the City of Corpus Christi, Texas, dated July 6, 1945, recorded under Clerk's File No. 209484, Volume 312, Page 269, Deed Records of Nueces County, Texas; together with all rights incident to the owners and lessees of the minerals. Title to said interest not checked subsequent to date of aforesaid instrument.
  - g. All of the oil, gas and other minerals, together with rights appurtenant thereto, are **EXCLUDED FROM COVERAGE** under this policy, the entire mineral estate having been reserved unto predecessors in title, and subject to any valid oil and gas leases affecting the above described property, but only to the extent still effective and of record in the office of the County Clerk of Nueces County, Texas.
  - h. **ANY TTLES OR RIGHTS** asserted by anyone, including but not limited to persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans or to any land extending from the line of mean low tides to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government or to filled lands, or artificial islands, or to riparian rights or the rights or interest of the State of Texas, or the public generally in the area extending from the line of mean low tide to the line of vegetation or their rights of access thereto or right to easement along and across the same.

- i. TERMS, PROVISIONS AND CONDITIONS as contained in Deed dated June 24, 1940, executed by the City of Corpus Christi, Texas, to Carrie Lichtenstein, a feme sole, recorded under Clerk's File No. 152945, Volume 260, Page 227, Deed Records of Nueces County, Texas.
- j. 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.
- k. 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.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Mortgagee 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. The insured transaction purports to be a lease of the land by the City of Corpus Christi. Company requires satisfactory evidence the lease transaction was properly authorized by the City of Corpus Christi with a specific finding that the lease is in the best interest of the City. If the insured transaction is a sale of the property, Company reserves the right to make additional requirements and/or exception.

Countersigned  
Security Escrow & Title, L.L.C. dba Security Title

By \_\_\_\_\_  
Authorized Signature

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

G.F. No. or File No. 094887945

Effective Date: November 5, 2009, 8:00 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  
**Commonwealth Land Title Insurance Company** is a wholly owned subsidiary of Chicago Title Insurance Company, a Nebraska Corporation.

Commonwealth Land Title Insurance Company's officers and directors are as follows:

**OFFICERS**

Raymond R. Quirk, Chairman of the Board, President & Chief Executive Officer  
 Anthony John Park, Executive Vice President  
 Michael Louis Gravelle, Executive Vice President and Corporate Secretary  
 Daniel K. Murphy, Senior Vice President and Treasurer

**DIRECTORS**

Christopher Abbinante  
 Roger Scott Jewkes  
 Theodore L. Kessner  
 Erika Meinhardt  
 Anthony John Park  
 Raymond R. Quirk

- 2. The following disclosures are made by the Title Insurance Agent issuing this commitment: Security Escrow & Title, L.L.C. dba Security Title:

- a. The names of each shareholder, owner, partner or other person having, owning or controlling (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Mark B. Gilbreath, Member; Bradley A. Smith, Member; Robert C. Morris, Member; Betty DeReese, Member.
- b. Each shareholder, owner, partner or other person having, owning or controlling 10% or more of an entity that has, owns or controls 1% or more of the Title Insurance Agent that will receive a portion of the premium are as follows:  
 n/a

- c. The following persons are officers and directors of the Title Insurance Agent: Security Escrow & Title, L.L.C. d/b/a Security Title is a member-managed limited liability company managed by the members named above.

- 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 settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owners Policy	\$0.00
Mortgagee Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
<b>Total</b>	<b>\$0.00</b>

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:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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\*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.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

**TEXAS TITLE INSURANCE INFORMATION**

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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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.

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. Neither this Policy, nor the optional endorsements, insure 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 on 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 State Board of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The State Board 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 or comply with other requirements of the Company. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company or 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.

<p style="text-align: center;">IMPORTANT NOTICE</p> <p>FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL OUR TOLL-FREE TELEPHONE NUMBER</p> <p style="text-align: center;">(800) 925-0965</p> <p>ALSO, YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT 1-800-252-3439</p>	<p style="text-align: center;">AVISO IMPORTANTE</p> <p>PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS</p> <p style="text-align: center;">(800) 925-0965</p> <p>TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL 1-800-252-3439</p>
<p>to obtain information on:</p> <ol style="list-style-type: none"> <li>1. filing a complaint against an insurance company or agent,</li> <li>2. whether an insurance company or agent is licensed,</li> <li>3. complaints received against an insurance company or agent,</li> <li>4. policyholder rights, and</li> <li>5. a list of consumer publications and services available through the Department.</li> </ol> <p>YOU MAY ALSO WRITE TO:                      The Texas Department of Insurance                      P.O. Box 149104                      Austin, Texas 78714-9104                      FAX No (512) 475-1771</p>	<p>para obtener información sobre:</p> <ol style="list-style-type: none"> <li>1. como someter una queja en contra de una compañía de seguros o agente de seguros,</li> <li>2. si una compañía de seguros o agente de seguros tiene licencia,</li> <li>3. quejas recibidas en contra de una compañía de seguros o agente de seguros,</li> <li>4. los derechos del asegurado, y</li> <li>5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.</li> </ol> <p>TAMBIEN PUEDE ESCRIBIR AL:                      Departamento de Seguros de Texas                      P.O. Box 149104                      Austin, Texas 78714-9104                      FAX No. (512) 475-1771</p>

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.

**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 \_\_\_\_\_

Commonwealth Land Title Insurance Company

**Privacy Policy Notice**  
**May 7, 2001**  
**Security Escrow & Title, L.L.C. dba Security Title**

**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 non-public personal information about you with a non-affiliated 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 Security Escrow & Title, L.L.C. dba Security Title.

We may collect non-public 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 non-public 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 non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements;

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NON-PUBLIC 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 non-public personal information.