

 First American Title Guaranty Company	Commitment for Title Insurance (T-7)
	ISSUED BY First American Title Guaranty Company
Commitment	

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.

First American Title Guaranty Company



Christopher M. Leavell
President

Greg L. Smith
Secretary

Sage Title Company

John T. Hammond
President

This jacket was created electronically and constitutes an original document

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 título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

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 enterarlo completamente antes de la fecha para finalizar su transacción.

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 (714)250-3000 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.



*First American
Title Guaranty Company*

Important Notice

ISSUED BY

First American Title Guaranty Company

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

First American Title Guaranty Company

To get information or file a complaint with your insurance company or HMO:

Call: First American Title Guaranty Company Claims at 1-888-632-1642

Toll-free: (714)250-3000

Email: claims.nic@firstam.com

Mail: Attn: National Claims Intake Center, 5 First American Way, Santa Ana, CA 92707

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

First American Title Guaranty Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: First American Title Guaranty Company Claims at 1-888-632-1642

Teléfono gratuito: (714)250-3000

Correo electrónico: claims.nic@firstam.com

Dirección postal: Attn: National Claims Intake Center, 5 First American Way, Santa Ana, CA 92707

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

 First American Title Guaranty Company	Commitment for Title Insurance (T-7)
	ISSUED BY First American Title Guaranty Company
Schedule A	

Effective Date: February 19, 2021 at 08:00 AM

GF No.: 2021-0016

Commitment No: 2021-0016, issued February 26, 2021 at 12:00 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: TBD
PROPOSED INSURED: TBD
 - 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: TBD
PROPOSED INSURED: TBD, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the conditions and stipulations.
Proposed Borrower: TBD
 - 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:

Ian M Burnett and Angela Cary Burnett
4. Legal description of land:

Lot 1, Block 1, of Cinco Ranch Southwest, Section 55, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20110119, of the Plat Records of Fort Bend County, Texas.

(This Schedule A is valid only if Cover, Schedules B, C, and D are attached)

 First American Title Guaranty Company	Commitment for Title Insurance (T-7)
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Schedule B	

GF No.: 2021-0016

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:

Plat No. 20110119, Map and/or Plat Records; County Clerk's File Nos. 9036032, 9703952, 1999111837, 2000020726, 2000090333, 2006086062, 2006114307, 2006114309, 2006114310, 2008018927, 2011078229, 2011122420, 2011122811, 2011122812, 2011125320, 2011125769, 2011130539, 2011131122, 2012001368, 2016120334, 2017015856, 2017031955, 2017083962, 2017116295, 2018046974, 2018046975, 2019061357 & 2019125434, Official Public Records, Fort Bend County, Texas.

Any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 {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'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.)

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

SCHEDULE B

(Continued)

5. Standby fees, taxes and assessments by any taxing authority for the year 2021, 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 Mortgagee 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 2021, 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. Maintenance Charge/Assessments as provided for in instrument(s) recorded in County Clerk's File No. 2006114307, of the Official Public Records of Fort Bend County, Texas.

Subordination to lien of a first mortgage contained therein.
 - b. Inclusion within Fort Bend Drainage District.
 - c. Inclusion within Cinco Southwest Municipal Utility District No. 3.
 - d. Rights of Parties in Possession. (OWNER POLICY ONLY)
 - e. Visible and apparent easements on or across property described in Schedule A.
 - f. A 25 foot building setback line along the front property line as set forth on the recorded plat and dedication.
 - g. A 10 foot building setback line along the East property line as set forth on the recorded plat and dedication.
 - h. Easement as shown on the recorded plat and dedication:

Purpose: Sanitary Sewer
Location: 10' x 10' in the Northwest corner

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

SCHEDULE B

(Continued)

- i. Easement as shown on the recorded plat and dedication:
Purpose: Utilities
Location: 14 feet along the rear property line
- j. Easement as shown on the recorded plat and dedication:
Purpose: Storm Sewer
Location: 10 feet along the East property line
- k. Easement: Utilities
Recorded: August 10, 2011 in County Clerk's File No. 2011078227, of the Official Public Records, Fort Bend County, Texas.
- l. Easement: Utilities
Recorded: August 29, 2011 in County Clerk's File No. 2011085481, of the Official Public Records, Fort Bend County, Texas.
- m. Terms, conditions, and stipulations in the Agreement by and between:
Parties: CenterPoint Energy Houston Electric, LLC and Terrabrook Cinco Ranch Southwest, LP
Recorded: August 19, 2011 in County Clerk's File No. 201108200 of the Official Public Records of Fort Bend County, Texas.
Type: Agreement for Underground Electric Service
- n. Terms, conditions, and stipulations in the Agreement by and between:
Parties: Cinco Residential Property Association, Inc. and Cinco Ranch Residential Association II, Inc.
Recorded: May 8, 2017 in County Clerk's File No. 2017049361 of the Official Public Records of Fort Bend County, Texas.
Type: Reciprocal Use Agreement Relating to Cinco Ranch Facilities
- o. Mineral and/or royalty interest:
Recorded: January 5, 1931 in Volume 133, Page 638 of the Deed Records of Fort Bend County, Texas.
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- p. Mineral and/or royalty interest:
Recorded: July 11, 1962 in Volume 428, Page 19 of the Deed Records of Fort Bend County, Texas.
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- q. Mineral and/or royalty interest:
Recorded: January 6, 2005 in County Clerk's File No. 2005003092 of the Official Public Records of Fort Bend County, Texas.
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

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

SCHEDULE B

(Continued)

- r. 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.

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

 First American Title Guaranty Company	Commitment for Title Insurance (T-7)
	ISSUED BY First American Title Guaranty Company
Schedule C	

GF No.: 2021-0016

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. Record a Release of Deed of Trust to secure a Note:

Dated: June 19, 2020
Recorded: June 25, 2020, in County Clerk's File No. 2020075712 of the Official Public Records, Fort Bend County, Texas.
Amount: \$186,400.00
Grantor: Ian M. Burnett Jr. and Angela Cary Burnett, husband and wife
Trustee: Robertson Anschutz Vettors LLC
Beneficiary: Mortgage Electronic Registration Systems, Inc.
Lender: United Wholesale Mortgage
6. Furnish the names of the parties to be insured herein. Upon receipt of same, the company may have additional requirements.
7. Payment in full of all assessments due and payable to Cinco Ranch Residential Association II, Inc..
8. Water District: Fort Bend Drainage District
Requirement: Notice to be executed and recorded.

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


SCHEDULE C

(Continued)

9. Water District: Cinco Southwest Municipal Utility District No. 3
Requirement: Notice to be executed and recorded.
10. The following is furnished for informational purposes only and no liability shall attach to the company for any mistake or omission contained therein:

According to a search made of records within our title plant we find no document evidencing a conveyance of the property described in Schedule "A" within the 36 months prior to the Effective Date of this commitment.

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

 First American Title Guaranty Company	Commitment for Title Insurance (T-7)
	ISSUED BY First American Title Guaranty Company
Schedule D	

File No.: 2021-0016

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

UNDERWRITER: First American Title Guaranty Company, a California Corporation.

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 Financial Corporation, a public Company formed in Delaware.

Directors:

Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

Officers:

President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Max O. Valdes.

AGENT: Sage Title Company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:

John Treadway Hammond and Laina Reinsmith Hammond

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:

N/A

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

N/A

If the Title Insurance Agent is a corporation, the following is a list of its officers:

John Treadway Hammond, President

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.

(This Schedule D is valid only when cover, Schedule A, B and C are attached)

SCHEDULE D

(Continued)

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

Owner's Policy	\$ 2,150.00
Loan Policy	\$ 100.00
Endorsement Charges	\$ 155.00
Other	\$ 0.00
Total	\$ 2,405.00

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:

Amount	To Whom	For Service
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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 Schedule D is valid only when cover, Schedule A, B and C are attached)



*First American
Title Guaranty Company*

FIRST AMERICAN TITLE GUARANTY COMPANY

Commitment for Title Insurance Form (T-7)

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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

TBD
BY: _____

February 19, 2021
DATE _____