



Fidelity National Title
Insurance Company

File No.: 202747-K

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

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

We (FIDELITY NATIONAL TITLE INSURANCE 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.

Countersigned:

Dionne H. Blunt, License #: 1877895
Authorized Signatory

Envision Title Katy, LLC
23302 West Fernhurst Drive
300
Katy, TX 77494
T: (346) 338-9504
F: (346) 338-9505
License#:2786425

Fidelity National Title Insurance Company

By:
Michael J. Nolan
President

ATTEST:
Marjorie Nemejova
Secretary

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.

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 entenderlo 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 1-(800) 442-7067 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.

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.”

Signature

Date



FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: 11/23/2022 at 8:00 AM

GF No.: 202747-K

Commitment No.202747-K, issued 14th day of December, 2022

1. 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 (T-1R)
Policy Amount: \$275,000.00
PROPOSED INSURED: Real Estate Ideal Solutions, LLC, a Texas Limited Liability Company
- c. Loan Policy of Title Insurance (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- d. Texas Short Form Residential Loan Policy of Title Insurance (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- e. Loan Title Policy Binder on Interim Construction Loan (Form T-13)
Policy 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 Effective Date appears to be vested in:
Melissa A. Sisti and spouse, Mohamed Y. Badrate (subject to requirements)

4. Legal Description of Land:
Lot Eleven (11), in Block Two (2), of FIELDSTONE, SECTION SIX (6), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded in Plat No. 20120234, of the Plat Records of Fort Bend County, Texas.

Countersigned:



Authorized Signatory

Dionne H. Blunt, License #: 1877895

Envision Title Katy, LLC

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: Plat No. 20120234 of the Plat Records of Fort Bend County, Texas, and under Fort Bend County Clerk's File No(s). 2007043721, 2007043722, 2007090581, 2008121741, 2012136789, 2012146850, 2014127753, 2015123511, 2016095165, 2017034266, 2017051932, 2018014015, 2019058132, 2019075504, 2020008626, 2020030990, 2021055248, 2021121261, and 2022088237. Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
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 2023 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.
 - b. Subject to any visible or apparent easement over, under or across subject property which a survey or physical inspection of the premises might disclose.
 - c. Any and all leases, recorded or unrecorded, with rights of tenants in possession.
 - d. Utility easement seven (7) feet wide along the rear property line(s), as shown by the recorded map/plat of said subdivision.
 - e. A water line easement five (5) feet wide along the front property line(s), as shown by the recorded map/plat of said subdivision.
 - f. Building set back line twenty-five (25) feet wide along the front property line(s), as shown by the recorded map/plat of said subdivision.
 - g. A minimum distance of ten (10) feet shall be maintained between residential dwellings, as shown by the notes of the recorded map/plat of said subdivision.
 - h. 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.
 - i. Assessments, charges and liens as set forth in the document

Payable to: Fieldstone Community Association, Inc.,

Recording No: under Fort Bend County Clerk's File Number(s) 2007043721 and 2012146850

NOTE FOR INFORMATIONAL PURPOSES: Said document provides for, among other things, the following:

The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any Mortgage which has been recorded in the real property records of Fort Bend County, Texas.

Reference is hereby made to said document for full particulars.

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. Vendor's Lien retained in Deed dated October 22, 2014, filed for record under Fort Bend County Clerk's File No(s). 2014116248, executed by Meritage Homes Of Texas, LLC, an Arizona Limited Liability Company to Melissa A. Sisti, securing one promissory note of even date therewith in the principal amount of \$208,702.00, payable to Mortgage Electronic Registration Systems, Inc.(MERS), acting solely as nominee for Loandepot.com, LLC d/b/a iMortgage, said note additionally secured by a Deed of Trust of even date therewith to Matthew Haddock, Trustee, and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby, filed for record under Fort Bend County Clerk's File No(s). 2014116249.

Said Lien has been assigned to Newrez LLC d/b/a Shellpoint Mortgage Servicing, by instrument filed for record under Fort Bend County Clerk's File No(s). 2020042881.

Said Lien has been extended and/or modified by instrument(s) filed for record under Fort Bend County Clerk's File No(s). 2021178403.
6. Notice of Maintenance Association Lien dated September 15, 2022, filed for record under Fort Bend County Clerk's File No(s). 2022118919, by Fieldstone Community Association, Inc., in the amount of \$1,933.47.
7. Title of record appears as shown on Item 3 of Schedule "A" hereon. Order indicates title being offered by Melissa A. Sisti, only. If title is to be offered other than shown on Item 3 of Schedule "A" hereon, we must determine what has happened to the interest of Mohamed Y. Badrate and require that said interest be accounted for by appropriate action and instruments filed for record in Fort Bend County, Texas.
8. We find a Quit Claim Deed dated July 6, 2022, filed for record under Fort Bend County Clerk's File No(s). 2022108978, executed by Mohamed Y. Badrate, purporting to convey all their interest in the subject property to Melissa A. Sisti. This Company will not insure title based on a Quit Claim Deed. Therefore, we require a Warranty Deed.
9. The real property described herein, which you are about to purchase is located within the Fort Bend County Municipal Utility District #165.

10. The real property described herein, which you are about to purchase is located within the Fort Bend County Levee Improvement District #12.

11. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded on November 25, 2019 under Fort Bend County Clerk's File Number(s) 2019135333, wherein the grantee acquired the subject property.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE D

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the Writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company.

Directors: Steven G. Day, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park, Raymond R. Quirk

Officers: President/CEO, Raymond R. Quirk; EVP/CFO/Treasurer, Anthony J. Park; VP/Corporate Secretary, Marjorie R. Nemzura

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

- (a) A listing 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.
Andrew Franklin, Sarah Savard, Nate and Jamie McMartin
- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 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:
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Officers/Directors:

Maria DeForest

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. None
 - (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
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 any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	<u>\$1,754.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	\$
Total	<u>\$1,754.00</u>

Of this amount: \$263.10 (or 15 %) will be paid to the policy issuing Title Insurance Company; \$1,490.90 (or 85 %) will be retained by the Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
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*The estimated premium is based upon information furnished us as the date of this Commitment for Title Insurance. Final determination of the amount of premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.