

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- NEVER RELY on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who
 sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use
 phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the
 transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may
 be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complaint Center: http://www.ic3.gov

Wire Fraud Alert Original Effective Date: 5/11/2017 Current Version Date: 5/11/2017 THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER ATTACHED TO ALL TITLE INSURANCE COMMITMENTS.

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one (1) of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Commitment Number:



Alamo Title Insurance

ATCH21109695

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 (Alamo Title Insurance, a Texas corporation) 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.

Alamo Title Insurance

Ву

Issued By:

Alamo Title Company

Randy Quirk, President

Attest:

Neshandle

Mesha Noble

Marjorie Nemzura, Secretary

CONDITIONS AND STIPULATIONS

- 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.

COMMITMENT NO.: ATCH21109695

SCHEDULE A

Effective Date: May 28, 2023 at 8:00 AM GF No.: ATCH-01COM-ATCH21109695DP Commitment No.: ATCH21109695

Issued: June 1, 2021 at 8:00 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: TBD PROPOSED INSURED: TBD

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:

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

Record title to the land on the Effective Date appears to be vested in:

Sadegh Irannezhad, by virtue of Deed recorded under Harris County Clerk's File No. W208089.

SCHEDULE A

(continued)

4. Legal description of land:

Being a tract or parcel of land containing 2.3318 acres located in the William Sevey Survey, A-699, Harris County, Texas, and being a portion of that certain 709.40 acre tract described in Volume 7683, Pages 290 to 297, of the Harris County Deed Records, said 2.3318 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

COMMENCING at a 5/8 inch rod, the northeast corner of Greenbriar North, Section Six, a subdivision recorded in Volume 229, Page 139, of the Harris County Map Records, said rod being on the north line of a 270.00 foot wide Harris County Flood Control Drainage Easement (Realignment of Greens Bayou) as recorded in Film Code No. 102-03-2223, File No. E127918, of the Harris County Official Public Records of Real Property, said rod also being on the west right-of-way line of the Missouri Pacific Railroad;

THENCE along the north lien of said Greenbriar North, Section Six, S 87° 39' 15" W. 102.08 feet to a 5/8 inch iron rod, the POINT OF BEGINNING, on the west line of a 100.00 foot wide drainage easement recorded in File No. F807054, Harris County Official Public Records of Real Property;

THENCE continuing with said north line, S 87° 30' 15" W. 207.87 feet to a 5/8 inch rod for corner, the beginning of a curve;

THENCE continuing with said north line, 16.63 feet along the arc of a curve to the left, said curve having a chord with bears S. 86° 23' 14" W. a chord distance of 16.63 feet, a radius of 420.00 feet, and a central angle of 02° 16' 07", to a 5/8 inch iron rod for corner on said arc, said rod being on the east right-of-way line of West Hardy Road (100.00 feet wide) as recorded by plat of Greenbriar North, Section Four, a subdivision of record in Volume 229, Page 15, of the Harris County Map Records;

THENCE along the east line of said Greenbriar North, Section Four, same being the east right-of-way line of said West Hardy Road N 14° 04' 25" W. 423.18 feet to a 5/8 inch rod for corner;

THENCE continuing with said easterly line N 29° 13' 01" E. 14.56 feet to a 5/8 inch rod for a corner, said rod being on the southerly right-of-way line of Green Road (100.00 feet wide) as recorded in Filmed Code No. 102-03-2218, File No. E127917, of the Harris County Official Public Records of Real Estate;

THENCE along said south right-of-way line N 72° 30′ 26″ E at 40.97 feet passing the east line of said Greenbriar North, Section Four, and continuing in all a total distance of 166.73 feet to a 5/8 inch rod for corner, beginning of a curve;

THENCE continuing with said south right-of-way, 43.63 feet along the arc of a curve to the right, said curve having a chord which bears N. 73° 08' 54" E. a chord distance of 43.63 feet, a radius of 1,950.00 feet, and a central angle of 01° 16' 55", to a 5/8 inch rod for corner, said rod being on the aforementioned west line of said 100.00 foot wide drainage easement;

THENCE along said west line S. 14° 04' 25" E. 490.57 feet to the POINT OF BEGINNING and containing 2.3310 acres of land.

SAVE AND EXCEPT those two tracts of land awarded to the City of Houston as reflected Agreed Final Judgment recorded under Harris County Clerk's File No. RP-2021-212092; said two tracts of land being more particularly described as follows:

A 0.091-acre waterline easement tract or parcel of land out of the William Sevey Survey, Abstract -699, In Harris County, Texas, being out of a called 2.33.10 acre tract described in a deed from Jack F. Abercla, Constable Precinct No. 1 to Sadegh Irannezhdd, dated September 3, 2002, and filed of record within the Clerk File of

SCHEDULE A

(continued)

W208089 of the Deed Records, of Harris County, Texas (H.C.D.R.).

All coordinates and bearings stated herein are referred to the Texas Coordinate System of 1983, South Central Zone, as defined in-the Texas Natural ResourQes Code, Sec. 21.071, et, Seq, and are based on a survey performed in February of 2017. All coordinates and distances recited are grid, to convert to surface, use a combined scale factor of 1.00013. Said 0.091-acre tract Is described as follows:

BEGINNING at a called and found 6/8 Inch Iron rod, with coordinates of Y 13,910,642.84 and X,= 3,112,916.32, being an interior corner on the south line of said 2.3310-acre tract;

THENCE, a distance of 16.63 feet along an arc of a curve to the left, said curve having a chord which bears South 86° 22' 51" West, a distance of 16.63 feet to a set 3/4" IR w/cap "MBCO Engineering", a radius of 420.00, and a central angle of 02° 16' 08", being the southwest corner of said 2.3310-acre tract, and being in the easterly right-of- way of West Hardy Road (100' R.O.W.) as recorded under Vol. 229, Pg. 105 of the Map Records of Harris County, Texas (H.C.M,R), and being the southwest corner of said 0.091-acre tract;

THENCE, North 14° 04' 41" West, a distance of 81.38 feet to a set 3/4" IR w/cap "MBCO Engineering" and being the northwest corner of said 0.091-acre tract;

THENCE, North 87° 14' 12" East, a distance of 50.00 feet to a set 3/4" IR w/cap "MBCO Engineering" and being the northeast corner of said 0.091-acre tract;

THENCE, South 14° 04' 41" East, a distance of 81.28 feet to a set 3/4" IR w/cap "MBCO Engineering", being in the southerly line of said 2.3310-acre tract and being the southeast corner of said 0,091-acre tract;

THENCE, South 87° 29' 53" West, a distance of 33.35 feet to the POINT OF BEGINNING of the herein described tract and containing 0.091-acres of land.

and.

A 0.216-acre waterline easement tract or parcel of land out of the William Sevey Survey, Abstract-699, in Harris County, Texas, being out of a called 2.3310-acre tract described In a deed from Jack F. Aberola, Constable Precinct No. 1 to Sadegh Irannezhad, dated September 3, 2002, and filed of record within the Clerk File of W208089 of the Deed Records, of Harris County, Texas (H.C.D.R.). All coordinates and bearings stated herein are referred to the Texas Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. and are based on a survey performed in February of 2017. All coordinates and distances recited are grid, to convert to surface, use a combined scale factor of 1,00013. Said 0.216-acre tract is described as follows:

COMMENCING at a called and found 5/8 Inch Iron rod, with coordinates of Y - 13,910,642.84 and X = 3,112,916.32, being an interior corner on the south line of said 2.3310-acre tract;

THENCE, a distance of 16.63 feet along an arc of a curve to the left, said curve having a chord which bears South 86° 22' 61" West, 'a distance of 16.63 feet to a set 3/4" IR w/cap "MBCO Engineering", a radius of 420.00, and a central angle of 02° 16' 08", being the southwest corner of said 2.3310 acre tract, and being in the easterly right-of- way of West Hardy Road (100' R.O.W,) as recorded under Vol. 229, Pg. 105 of the Harris County Map Records (H.C.M.R.);

THENCE, North 14 $^{\circ}$ 04' 41" West, a distance of 383,13 feet, to a set 3/4" IR w/cap "MBCO Engineering" being the southwest corner of said 0.216-acre tract with coordinates of Y = 13,910,913.75 and X = 3,112,806.45 and also being the POINT OF BEGINNING said tract;

SCHEDULE A

(continued)

THENCE, North 14° 04' 41" West, a distance of 39.70 feet, along the easterly right-of- way of said West Hardy Road to a set 3/4" IR w/cap "MBCO Engineering" being the most westerly corner of said 0,216-acre tract;

THENCE, North 29° 12' 35" East, a distance of 14.56 feet to a set 3/4" IR w/cap "MBCO Engineering" being in the southerly right-of-way of Greens Road (100' R.O.W., Vol, 229, Pg. 15 H.C.M.R.) and being the northwestern point of said 0.216-acre tract;

THENCE, North 72° 30' 04" East, a distance of 166.72 feet along the southerly right-of- way line of said Greens Road to a set 3/4" JR w/cap "MBCO Engineering" to the beginning of a curve to the right;

THENCE, along said curve to the right a distance of 13.23 feet, said curve having a chord which bears North 73° 34' 27" East, a distance of 13.23 feet to a set 3/4" IR w/cap "MBCO Engineering", a radius of 1950.00; and a central angle of 00° 23' 19", being the northeast corner of said 0.216-acre tract;

THENCE, South 14° 04 41" East, a distance of 50.00 feet to a set 3/4" IR w/cap "MBCO Engineering" and being the southeast corner of said 0.216-acre tract;

THENCE, South 72° 39' 59" West, a distance of 169.93 feet to the POINT OF BEGINNING of the herein described tract and containing 0.216-acres'of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

END OF SCHEDULE A

SCHEDULE B EXCEPTIONS FROM COVERAGE

COMMITMENT NO.: ATCH21109695

Commitment No.: ATCH21109695 GF No.: ATCH-01COM-ATCH21109695DP

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):

Restrictions filed for record under Clerk's File No(s). E015793, F278927, G161898, J003875, K261634, R054421, R726562, U153493, 20110472848, 20110472849, 20110472850, 20110472851, 20110496284, of the Real Property Records of Harris County, Texas.

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 Policy only.)

- 4. Any title 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 or 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 Policy only.)

- 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 years. (If Texas Short Form Residential Mortgagee 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 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 Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is

COMMITMENT NO.: ATCH21109695

SCHEDULE B EXCEPTIONS FROM COVERAGE

(continued)

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 Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:
 - 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.
 - Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.
 - c. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
 - d. Temporary drainage easement 30 feet in width along the east property line as set out in instrument filed for record under County Clerk's File No(s). E461234 of the Official Public Records of Real Property of Harris County, Texas.
 - e. An easement 10 feet in width along the east property line; together with an aerial easement 10 feet in width extending from an inclined plane beginning at a height of 15 feet above the ground and continuing outward to a height of 19 feet 2 inches located west of and adjoining thereto, granted to Houston Lighting and Power Company by instrument dated April 11, 1978, filed for record under County Clerk's File No(s). F660224 of the Official Public Records of Real Property of Harris County, Texas.
 - f. An easement granted to Houston Lighting & Power Company as recorded under Clerk's File No. G832709 of the Real Property Records of Harris County, Texas; said easement described as follows:
 - 1. An unobstructed easement five (5) feet wide, located south of and adjoining the entire north line of said 0.5510-acre tract, same being the north line of said Greenbriar North, Section 4, together with an unobstructed aerial easement ten (10) feet wide, as shown by the crosshatched area on EXHIBIT "B", located south of and adjoining said five (5) foot wide easement.
 - 2. An unobstructed aerial easement fifteen (15) feet wide and 102.07 feet long, from a plane fifteen (15) feet above the ground upward, the location of which is shown by a double crosshatched area on Sketch No. N79-044, prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.

COMMITMENT NO.: ATCH21109695

SCHEDULE B EXCEPTIONS FROM COVERAGE

(continued)

- g. An easement granted to Houston Lighting & Power Company as recorded under Clerk's File No. G996992 of the Real Property Records of Harris County, Texas; said easement described as follows:
 - 1. An unobstructed easement five (5) feet wide located south of and adjoining the north line of the residue of Reserve "A", together with an unobstructed aerial easement ten (10) feet wide, as shown by the crosshatched area on EXHIBIT "B", attached hereto, located south of and adjoining said five (5) foot wide easement.
 - 2. An unobstructed aerial easement fifteen (15) feet wide and 30.62 feet long, from a plane fifteen (15) feet above the ground upward, the location of which is shown by a double crosshatched area on Sketch No. N79-044, prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.
- h. An interest in oil, gas, and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument recorded in Volume 2539, Page 234, Volume 2539, Page 238, Volume 2539, Page 244, Volume 2568, Page 224 and Volume 2726, Page 262 of the Deed Records of Harris County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- Building set back line of 40 feet along all public streets as set out in instrument filed for record under County Clerk's File No(s). E015793 of the Official Public Records of Real Property of Harris County, Texas.
- j. Annual Maintenance Charge and Special Assessments payable to Greenbriar North Association, Inc. as set out in instrument filed for record under County Clerk's File No(s). E015793, G058920, K261634, R054421, and R726562 of the Official Public Records of Real Property of Harris County, Texas.
- k. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
- If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

SCHEDULE C

COMMITMENT NO.: ATCH21109695

Commitment No.: ATCH21109695 GF No.: ATCH-01COM-ATCH21109695DP

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:

- 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 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. Due to office closures related to COVID-19, we may be temporarily unable to record/access documents in the normal course of business. As such, we will require our AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT DUE TO CORONAVIRUS PANDEMIC to be signed by all parties.
- 6. 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.
- 7. The Company must be furnished with a marital affidavit from each record owner from the date of his/her acquisition of subject property to the present time. The spouse of each record owner must join in any conveyance of subject property.
- 8. Note: No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- 9. The Land lies within the boundaries of North Houston District and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.
- 10. The Land lies within the boundaries of Greenpoint 11 TIRZ and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.
- 11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is

SCHEDULE C

(continued)

required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

- 12. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:
 - Confirmation prior to closing that the County Clerk of Harris County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
 - Electronic recordation of the instruments to be insured in the Official Public Records of Harris County, Texas.
 - Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
 - Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.
- 13. Note Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

COMMITMENT NO.: ATCH21109695

SCHEDULE D

Commitment No.: ATCH21109695 GF No.: ATCH-01COM-ATCH21109695DP

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, **Alamo Title Insurance**, 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.

<u>Directors</u>: Raymond Randall Quirk, Anthony John Park, Marjorie Nemzura, Joseph W. Grealish, John A. Wunderlich, Roger S. Jewkes, Steven G. Dav

Officers: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

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

Alamo Title Company

(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.

Owners: Alamo Title Holding Company owns 100% of Alamo Title Company

(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.

Owners: FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of Alamo Title Company

(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.

Directors: Raymond Randall Quirk, Anthony John Park

Officers: Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Natalie Warren (President and County Manager), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaheen (Vice President)

- (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 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:

Total \$ 0.00

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:

Percent/Amount To Whom For Services

*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.

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 perdidas resultantes de ciertos riesgos que pueden afectar el título de su propriedad.

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 endenterlo complemente 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, 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 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.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

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

, ,	ment upon the award rendered by the Arbitrator(s) may be entered in
Signature	Date

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- · domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.



<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.



Effective Date: 5/1/2018

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.



Effective Date: 5/1/2018

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer





Alamo Title Company 13101 Northwest Frwy, Suite 100 Houston, TX 77040

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT (Exhibit D in 24 CFR §3500)

To: Sadegh Iranno Property: 0 W Hardy Ro				
relationship with the sett companies listed below is	that Alamo Title Company, a sub tlement service providers listed s One-Hundred Percent (100%) o tionship, this referral may provide	below to which you have owned directly or indirectl	e been referred. Each of the y by Fidelity National Financial,	
Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.				
Settlement Service Prov	vider: Type of Settlem Provided:	nent Range o	of Charges:	
National TaxNet	Tax Informatio	φου το φ	100 including sales tax or each additional parcel arcels	
There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.				
Acknowledgment I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.				
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.				
Sadegh Irannezhad		Date		



Date: