Capital Title of Texas, LLC - Park Cities
7001 Preston Road, Suite 120 · Dallas, TX 75205 · 214-219-7300
Issued by: First National Title Insurance Company (FNTI)

File No. 26-105939-PC

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued by First National Title Insurance Company · Issuing Agent: Capital Title of Texas, LLC - Park Cities

We, First 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.

> **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.**

ISSUED BY:

Capital Title of Texas, LLC

By Authorized Signatory

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.

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SCHEDULE A

Effective Date: May 15, 2026, 8:00 am File No: 26-105939-PC

Commitment No.: _____, issued May 16, 2026, 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:

PROPOSED INSURED:

b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE

ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: $1,700,000.00

PROPOSED INSURED: Austin T. Dieterle and Kelsey N. Dieterle

c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: $1,360,000.00

PROPOSED INSURED: Guaranteed Rate, Inc. d/b/a Rate, and each successor in ownership of the indebtedness secured by the insured mortgage

Proposed Borrower: Austin T. Dieterle and Kelsey N. Dieterle

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:
Patten Custom Homes LLC, a Texas limited liability company

4. Legal description of land:

Lot 19, Block 4/1894, BELMONT ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the Map or Plat recorded in Volume 124, Page 16, Map Records of Dallas County, Texas.

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SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception): Item No. 1, Schedule B, has been deleted in its entirety.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.

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, to tidelands, lands beyond bulkhead lines, filled-in lands, statutory water rights including riparian rights, or the area extending from the line of mean low tide to the line of vegetation. (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2026, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

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.)

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.)

10. The following matters and all terms of the documents creating or offering evidence of the matters:

a. 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.

b. Rights of parties in possession.

c. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.

d. Easement(s) and/or building line(s) affecting the subject property as shown on Map or Plat recorded in Volume 124, Page 16, Map or Plat Records, Dallas County, Texas.

e. No liability is assumed by virtue of variations between the fence lines and subject property lines, as shown on survey prepared by John S. Turner, Registered Professional Land Surveyor No. 5310, dated January 16, 2025.

f. No liability is assumed by reason of the encroachment or protrusion of a concrete retaining wall into or outside of the boundary line(s), as shown on the referenced survey.

g. No liability is assumed by reason of location of overhead utilities, as shown on the referenced survey.

SCHEDULE C

Your Policy will not cover loss, costs, attorney's 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 against the persons named in paragraph 3 of Schedule A, (b) all standby fees, taxes, assessments and charges have been paid, (c) all improvements or repairs are completed, all contractors, sub-contractors, laborers and suppliers have been fully paid, and no mechanic's, laborer's or materialmen's liens have attached, (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. Appears to be clear of voluntary liens. Company requires lien affidavit.

6. Company will require the Seller(s) and/or Borrower(s) execute an Affidavit of Debts, Liens and Third Party Interests.

7. Labor Lien in favor of the City of Dallas in the amount of $135.33, dated August 25, 2023, filed September 18, 2023, recorded in CC# 202300189840, Real Property Records, Dallas County, Texas.

8. Obtain Completion of Improvements/Bills Paid Affidavit. Strongly suggest that you obtain waivers from contractors, sub-contractors, mechanics and materialmen.

9. Company requires submission of a copy of the Articles of Organization, and all amendments and supplements thereto, together with proof of registration with the State, and compliance therewith as to person(s) authorized to act on behalf of Patten Custom Homes LLC, a Texas limited liability company.

10. In the event a Durable Power of Attorney will be utilized in the transaction, please be advised that the serving Agent will be required to furnish a satisfactory certification of the original power of attorney and information related thereto to the Title Company.

11. Title vested by virtue of General Warranty Deed, recorded in CC# 202200280600, Real Property Records of Dallas County, Texas.

12. Survey prepared by John S. Turner, Registered Professional Land Surveyor No. 5310, dated January 16, 2025, is approved.

Countersigned
Capital Title of Texas, LLC - Park Cities

By: Authorized Signatory · Patten Labs Automated Underwriter

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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. As to each Commitment for Title Insurance, the issuing Title Insurance Company, First National Title Insurance Company, a Texas corporation, shall disclose:

(a) Each shareholder owning or controlling 10% or more: William C. Shaddock - Texas National Holding, LLC and Shaddock Holding Company, Inc.

(b) Directors: William C. Shaddock; J. Christopher Phillips; Mark E. Mitchell; Patrick G. McMillan, Jr.; William C. Shaddock, Jr.; Andrew C. Shaddock; Billy Vaughn

(c) Officers: William C. Shaddock, Chairman; J. Christopher Phillips, Chief Executive Officer; Chad Hansen, President; Suzanne Tinsley, Executive Vice President; Patrick G. McMillan, Jr., Treasurer and Controller; Heather Riddle, Chief Financial Officer; David M. Hays, Secretary and General Counsel; Geri S. Hosterman, Assistant Secretary and Senior Vice President; Ellen T. Wied, Senior Vice President; Donald O. Horn, Senior Vice President; Errin H. Froggatt, Senior Vice President; Lauren Wright, Senior Vice President; Cheri Swanson, Senior Vice President; Jennifer Shaw, Senior Vice President.

2. As to each Commitment for Title Insurance issued by Capital Title of Texas, LLC - Park Cities shall disclose:

(a) Shareholders/Owners (1% or more): Title Acquisition Associates LLC - 95%; Shaddock American Title - 5%

(c) Directors: William C. Shaddock.

Officers: William C. Shaddock, President and CEO; Laura Dawn Neill, Vice President - Agency; Tracy Robirds-McMahon, Vice President - Operations; Jason Schnell, Vice President - Chief Information Officer; Tracy Monts-Curtis, Vice President - Residential Business Development; Russell Conner, Vice President - Plant Manager and Chief Compliance Officer; Patrick McMillan, Vice President - Chief Financial Officer.

3. Estimated title premium:

COVERAGE	AMOUNT
Owner's Policy	$8,606.00
Loan Policy	$100.00
Endorsement Charges	$907.00
Other	$0.00
Total	**$9,613.00**

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.