



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
WESTCOR LAND TITLE INSURANCE COMPANY

We (Westcor Land 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.

Issued By:

R

**RIVERWAY
TITLE**

5 Riverway, Ste. 300
Houston, Texas 77056
713-266-2595
www.riverwaytitle.com

By *[Signature]*
Crystal Robinson

WESTCOR LAND TITLE INSURANCE COMPANY



By: *Mary O'Donnell*
President
Attest: *Patricia W. Power*
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 1-866-629-5842 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.

COMMITMENT FOR TITLE INSURANCE

Issued By

Westcor Land Title Insurance Company

SCHEDULE A

Effective Date: **August 25, 2024, 8:00 am**

GF No. **241949-CR**

Issued **September 16, 2024, 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: **\$250,000.00**
PROPOSED INSURED: **Williams & Williams Marketing Services, Inc. and/or its wholly-owned subsidiary,
Williams & Williams Worldwide Real Estate, LLC**
 - (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)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple Estate**
3. Record title to the land on the Effective Date appears to be vested in:
M-I L.L.C., a Delaware limited liability company
4. Legal description of the land:
SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

The surface only of that certain ten acre tract of land out of the East part of Section 21, Block 5, H&GN Ry. Co. Survey, Reeves County, Texas, described as follows:

BEGINNING at the Southeast corner of that certain 58.49 acre tract of land surveyed by Fred P. Armstrong, Licensed State Land Surveyor of the State of Texas, under date of December 3, 1965, which survey of said 58.49 acre tract duly recorded in the office of the County Clerk of Reeves County, Texas, and to which survey and its record reference is here made.

THENCE N 78 deg.15' W 800 feet to a stake for the SW Corner of the tract hereby conveyed:

THENCE N 11 deg. 45' E 544.50 feet to a point in the West Boundary line of said 58.49 acre tract for the NW corner of this tract hereby conveyed;

THENCE S 78 deg.15' E 800 feet parallel to the North Boundary Line of said 58.49 acre tract for the NE Corner of the tract hereby conveyed;

THENCE S 11 deg. 45' W 544.50 feet along said East Boundary Line of said 58.49 acre tract to the point and place of BEGINNING, the same being the SE corner of the tract hereby conveyed.

THE COMPANY DOES NOT REPRESENT OR INSURE THAT THE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

COMMITMENT FOR TITLE INSURANCE

Issued By

Westcor Land Title Insurance Company

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

This exception is hereby 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.
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 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 **2024**, 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 (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2024** 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 (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Rights of Parties in Possession. (Owner's Policy Only)**
 - b. **Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.**
 - c. **All, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all right, privileges, and immunities relating thereto, appearing in Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
 - d. **All conveyances, contracts, deeds, reservations, exceptions, limitations, leases, and similar interests in or to any geothermal energy and associated resources below the surface of land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not, all as provided by Section 2703.056 (a) of the Texas Insurance Code.**
 - e. **Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)**
 - f. **Visible and apparent easements on or across property described in Schedule A.**
 - g. **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 increases as each disbursement is made in good faith and without knowledge of any defects in or objections to, the title up to the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provisions of this policy. (THIS EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONSTRUCTION OF IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)**
 - h. **The land described in Schedule A of this policy extends only to real property and shall not include any manufactured home or house trailer. Any manufactured home or house trailer on the land is excluded from this policy of title insurance.**
 - i. **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 the county(s) in which the subject property is located, prior to the date hereof.(THIS EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONSTRUCTION OF IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)"**
 - j. **Liability hereunder at the date hereof is limited to the amounts shown in Schedule A of this commitment for title insurance. 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 as improvements at the time the loss 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. (OWNER POLICY ONLY) (THIS EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONSTRUCTION OF IMPROVEMENTS, CONSTRUCTION OR REPAIRS).**
 - k. **An easement and/or right of way granted to Roy O. Lindsay, as set forth and defined by instrument recorded**

in Volume 240, Page 41, of the Deed Records of Reeves County, Texas.

- l. An easement and/or right of way granted to Community Public Service Company, as set forth and defined by instrument recorded in Volume 249, Page 445, of the Deed Records of Reeves County, Texas.**
- m. An easement and/or right of way granted to Pioneer Natural Gas Company, as set forth and defined by instrument recorded in Volume 274, Page 624, of the Deed Records of Reeves County, Texas.**
- n. An easement and/or right of way granted to Pioneer Natural Gas Company, as set forth and defined by instrument recorded in Volume 274, Page 626, of the Deed Records of Reeves County, Texas.**
- o. An easement and/or right of way granted to Community Public Service Company, as set forth and defined by instrument recorded in Volume 280, Page 822, of the Deed Records of Reeves County, Texas.**
- p. A mineral/royalty interest in all of the oil, gas and other minerals in and under the subject property, as set forth in instruments recorded in Volume 135, Page 562, Volume 299, Page 841, Volume 419, Page 362, Volume 474, Page 1 and Volume 749, Page 848 of the Deed Records of Reeves County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid instrument.**
- q. Subject property is located in the ESD #1 and ESD #2.**

COMMITMENT FOR TITLE INSURANCE

Issued By

Westcor Land Title Insurance Company

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a 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. **Note: We find no outstanding liens affecting the subject property. Inquiry should be made concerning the existence of any lien or other indebtedness which could give rise to any security interest claim in the subject property.**
6. **The Company requires for its review a satisfactory survey plat and field notes of the subject property showing all improvements, easements, right-of-ways, building setback lines, roads, alleys, and all other matters that affect or may affect the subject property. If the survey plat reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they may appear as exceptions in the Policy.**
7. **The subject property is within ESD #1 and ESD #2. The Company requires that all fees, taxes or assessments be paid current to the date of closing.**
8. **We are to be furnished with satisfactory evidence that M-I LLC, a limited liability company, is registered with the Texas Secretary of State. We must also be furnished with a copy of the Articles of Organization in order to determine who may act in its behalf. Additional requirements may be made.**
9. **We must be furnished with a Corporate Resolution of the Board of Directors of Williams & Williams Marketing Services, Inc., authorizing the current transaction and naming the officers authorized to execute the necessary documents. Note: Closer should be satisfied as to the corporate status of said corporation and that same is in good standing.**
10. **Title of Record appears as shown in Schedule A. Order indicates title is being offered by Schlumberger Technology Corporation only. If title is to be offered other than as shown above, we must determine what has happened to the interest of M-I LLC and require that said interest be accounted for by the appropriate action and instruments placed of record in Reeves County, Texas.**

11. **Require standard Affidavit of Debts and Liens be executed by seller at or before closing. If any additional debts or liens are listed that may attach to the subject property other than the aforementioned deed of trust, contact the Examination Department immediately for further instruction prior to proceeding with closing.**
12. **The purchasers in this transaction have been checked for Abstracts of Judgment and/or Federal Liens, or other Involuntary Liens IF THE PURCHASERS' NAMES WERE PROVIDED IN THE INITIAL ORDER. In the event said purchasers' names were not provided in the initial order, or if the originally named purchasers should undertake to convey, mortgage, or otherwise hypothecate said interest being acquired by them, this file is to be returned to the examination staff for further opinion prior to closing the new transaction.**
13. **NOTE: If you will be obtaining a Residential Owner Policy (T-1R), you may also purchase insurance against boundary discrepancies, boundary conflicts, boundary line issues, encroachments, protrusions and overlaps of improvements existing at the Date of your Policy (unless we add an exception to a specific item). This boundary coverage is not automatically included in the Residential Owner Policy. Boundary coverage is available if you: (1) provide us a satisfactory existing survey, and (2) pay an additional 5% of the basic rate for your residential owner policy.**
14. **If we are to amend the standard survey exception to read "Shortages in area" and upon payment of the applicable premium (if any), we will require a Category 1A survey from a Registered Public Surveyor acceptable to this Company showing:
a) The location of all improvements and the exact location of all building lines in relation to the property lines;
b) Easements and/or rights-of-way, dedicated or not, that a physical inspection of the premises would disclose, and
c) Indicating and labeling all encroachments, or on the face of the survey stating "NO ENCROACHMENTS."**
15. **When same is submitted to the Title Department for inspection and approval, additional exceptions and/or requirements may be added.**
16. **Procedural Rule P-27 as provided for in Article 9.39 of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account. If monies in excess of \$1,500.00 are required to be paid by the Borrower or Seller, Title Agent must be provided with Certified Funds or a Cashier's Check.**

IMPORTANT NOTICE RE: TIMING OF DISBURSEMENT OF FUNDS: In accordance with state and federal regulations, as well as the Best Practices set forth by the American Land Title Association adopted by our agency, Integrity Title Company, LLC, will not fund or disburse funds after closing until all incoming deposits have been "collected" by our financial institution. Since WIRES are considered "collected" upon our notice of the wire by our financial institution, we strongly prefer and recommend that the funds sent for closing are sent by wire. While CASHIER'S CHECKS made payable to Integrity Title Company, LLC, are currently accepted as "Good Funds" under state law, please note that we will not fund and disburse on your closing date because it can take up to three additional business days to obtain confirmation that our financial institution has "collected" these funds.

17. **Copies of Borrowers and Sellers Drivers License are to be sent to the Title Company for ID.**
18. **NOTE TO CLOSER: The borrowers/sellers/buyers have not been checked on the Department of the Treasury Specially Designated Nationals (SDN)/Blocked Persons list. It is the responsibility of the closer with access to the personal information of the parties to the transaction, to check the list in the event they believe that their customer may be listed therein. The site can be accessed at:
<<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>>**
19. **House Bill 2061, effective March 29, 2007, requires that a specific notice set forth in the bill be on the top of the first page of every deed and deed of trust transferring an interest in property to or from an individual:**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

20. **NOTICE:** The title insurance policy being issued to you contains an arbitration provision. 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. **APPLIES TO LOAN POLICY ONLY.**
21. Except in an exempt transaction, the Company must be furnished with seller's social security number or tax identification number and all other information necessary to complete IRS Form 1099B.
22. 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 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.
23. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
24. All Texas Title Agents must collect a Guaranty Fee of \$2.00 on each owner and lender title insurance policy issued, beginning with closings on May 1, 2019. The Guaranty Fee must be charged for all policies issued in conjunction with any transaction closed on or after May 1, 2019.
25. 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:

Grantor:	M-I Holding L.L.C.
Grantee:	M-I L.L.C.
Recording Date:	November 16, 2006
Recording No:	Volume 749, Page 848

COMMITMENT FOR TITLE INSURANCE

Issued By

Westcor Land 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 following disclosures are made by the Title Insurance Company issuing this Commitment

UNDERWRITER: Westcor Land Title Insurance Company, a South Carolina corporation. Shareholders of 10% or more of Westcor Land Title Insurance Company: TLW and Associates, Mother Lode Holding Company, Terry L. Wright Living Trust 2013 and Mary O'Donnell Individuals/Entities owning 10% or more of the above cited Entities: TLW and Associates - Terry L. Wright, Mother Lode Holding Company- Marsha Spence Revocable Trust, Mother Lode Holding Company - Celia French, Terry L. Wright Trust 2013 - Terry L. Wright

DIRECTORS OF WESTCOR LAND TITLE INSURANCE COMPANY:

Terrence L. Wright, David Philipp, Mary O'Donnell, Roy W. Lassiter and Robbie D. Graham

OFFICERS OF WESTCOR LAND TITLE INSURANCE COMPANY:

Mary O'Donnell, President/Chief Executive Officer; Roy W. Lassiter, Executive Vice President; Michael Schefstad, Chief Financial Officer/Treasurer; Donald A. Berube, Secretary; Scott Chandler, Vice President; Ryan Peterson, Vice President

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

AGENT: RIVERWAY TITLE GROUP, LLC. dba Riverway Title

As to Riverway Title Group, LLC dba Riverway Title (Title Insurance Agent), the following disclosures are made:

- B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Riverway Title Holdings LLC, and Meadowlark Acquirer LLC
B-2: Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows: Riverway Title Holdings, LLC - John Hammond, Jesse Klingensmith, John Hunter Wright III; Meadowlark Acquirer, LLC - Abry Partners
B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors.
B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:
C-1: 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.

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:

Table with 2 columns: Policy Type and Amount. Rows include Owner's Policy (\$TBD.00), Loan Policy (\$0.00), Endorsement Charges (\$0.00), Other (\$TBD.00), and 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:

Table with 3 columns: Amount, To Whom, For Services. Row 1: \$475.00, Westcor Land Title, Title Examination

*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

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Your Commitment of 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 you 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 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.

Riverway Title Group, LLC

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any person or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies and to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

Riverway Title Group, LLC is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

Riverway Title Group, LLC's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of Riverway Title Group, LLC's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our business. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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 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."

SIGNATURE

DATE