

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: July 31, 2009, 08:00 am

G.F. No. or File No. WR-09-188

Commitment No. _____ issued: August 14, 2009, am
(if applicable)

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 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 MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: Fee Simple
3. Record title to the land on the Effective Date appears to be vested in:
Perry Von Gontard and wife, Karen Von Gontard
4. Legal description of the land:
See Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed dated April 26, 2002, executed by Ernest C. Walker, Jr. and wife, Lori Walker to Perry Von Gontard and wife, Karen Von Gontard, recorded in Volume 728, Page 238, Official Public Records of Waller County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Countersigned
Botts Title Company - Waller County
By Aimee Scholt
Authorized Signature

COMMITMENT FOR TITLE INSURANCE

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):

Covenants, conditions, reservations, easements, building lines and restrictions as set forth in instrument recorded in Volume 579, Page 33, Volume 585, Page 908, Volume 589, Page 5 and Volume 728, Page 238, Official Records of Waller County, Texas. NOTE: To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.
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 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 Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2009, 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 Mortgage 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 _____ 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 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 Mortgagee Policy (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee 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 Title Policy Only)**
 - b. Such presently valid and subsisting easements, if any, to which the above property is subject, as may be actually located upon the ground, which are not of record.
 - c. Any portion of the property herein described, if any, which falls within the boundaries of any road or roadway.
 - d. 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.
 - e. The tax certificate furnished by the taxing authorities is issued on real property only. It does not include taxes on the mineral estate and/or personal property, therefore, no liability is assumed hereunder for the payment of said taxes on the mineral estate and/or personal property.
 - f. Covenants, conditions, reservations, easements, building lines and restrictions as set forth in instrument recorded in Volume 579, Page 33, Volume 585, Page 908, Volume 589, Page 5 and Volume 728, Page 238, Official Records of Waller County, Texas. NOTE: To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.
 - g. Right of Way Easement dated December 1, 1961, executed by J. C. Nelson to San Bernard Electric Cooperative, Inc., recorded in Volume 170, Page 460, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
 - h. Right of Way Easement dated September 24, 1976, executed by Cox Enterprises, Inc. to San Bernard Electric Cooperative, Inc., recorded in Volume 271, Page 207, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
 - i. Right of Way Easement dated July 19, 1982, executed by Nine Bar Ranch to San Bernard Electric Cooperative, Inc., recorded in Volume 343, Page 53, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
 - j. Right of Way Easement dated July 19, 1982, executed by Nine Bar Ranch to San Bernard Electric Cooperative, Inc., recorded in Volume 346, Page 633, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
 - k. Right of Way Easement dated June 15, 1983, executed by Cox Enterprises, Inc. to San Bernard Electric Cooperative, Inc., recorded in Volume 355, Page 666, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
 - l. Right of Way Easement dated February 8, 1984, executed by Nine Bar Ranch to San Bernard Electric Cooperative, Inc., recorded in Volume 365, Page 506, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

- m. Right of Way Easement dated November 21, 1983, executed by Nine Bar Ranch to San Bernard Electric Cooperative, Inc., recorded in Volume 365, Page 526, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- n. Right of Way Easement dated February 11, 1985, executed by Cox Enterprises, Inc. to Southwestern Bell Telephone Company, recorded in Volume 377, Page 737, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- o. Right of Way Easement dated November 9, 1993, executed by Nine Bar Ranch, Inc. to San Bernard Electric Cooperative, Inc., recorded in Volume 518, Page 387, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- p. Right of Way Easement dated June 22, 1995, executed by Nine Bar Ranch, Inc. to San Bernard Electric Cooperative, Inc., recorded in Volume 533, Page 63, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- q. Right of Way Easement dated January 23, 1999, executed by Jennifer A. May and Franklin E. May to San Bernard Electric Cooperative, Inc., recorded in Volume 618, Page 514, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- r. Right of Way Easement dated February 9, 2001, executed by H. Glenn Ferguson and Judith L. Ferguson to San Bernard Electric Cooperative, Inc., recorded in Volume 689, Page 156, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- s. Instrument dated June 28, 1976, executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased to Kirby Group, et al, recorded in Volume 266, Page 458, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- t. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and Oscar Kirby to Kirby Group, et al, recorded in Volume 266, Page 469, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- u. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and Charlotte Kirby Bean and Dale Bean to Kirby Group, et al, recorded in Volume 266, Page 488, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- v. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and Brady Barrs, Jr. and Otto Barrs to Kirby Group, et al, recorded in Volume 266, Page 507, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- w. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and Mildred Kirby Barrs and Brady Barr to Kirby Group, et al, recorded in Volume 266, Page 526, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- x. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker,

Deceased and Phoebe Kirby Rose and Wallace Rose to Kirby Group, et al, recorded in Volume 266, Page 545, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

- y. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and John Beasley and Bernadine Beasley, recorded in Volume 266, Page 592, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- z. Royalty Deed dated May 13, 1947, executed by Willene Compton to J. J. Duccett, recorded in Volume 106, Page 402, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- aa. Mineral and/or Royalty Reservation(s) appearing in Deed dated September 11, 1957, executed by Willene Compton to E. Keith Chunn, M.D., recorded in Volume 150, Page 395, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- bb. Mineral and/or Royalty Reservation(s) appearing in Deed dated July 8, 1977, executed by John C. Nelson, et al to Cox Enterprises, Inc., recorded in Volume 277, Page 579, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- cc. Mineral and/or Royalty Reservation(s) appearing in Deed dated July 8, 1977, executed by John C. Nelson and wife, Hilda Nelson to Cox Enterprises, Inc., recorded in Volume 277, Page 586, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- dd. Mineral and/or Royalty Reservation(s) appearing in Deed dated June 30, 1964, executed by Hallie Browne Robinson, Guardian to J. C. Nelson, recorded in Volume 186, Page 618, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- ee. Mineral Deed and Royalty Transfer dated July 8, 1932, executed by J. J. Perry and wife, Suley Perry to Geo H. Coates, recorded in Volume 55, Page 553, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- ff. Mineral and/or Royalty Conveyance appearing in Deed dated September 22, 1954, executed by Sam W. Becker, Sr. to Aileen Vivian Becker Gordon, recorded in Volume 137, Page 166, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- gg. Implied mineral reservation by surface only conveyance in Partition Deed dated June 1, 1975, executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Sr., Deceased and Galvin Mayo Becker, Individually and as Independent Executor and Trustee of the Estate of Sam W. Becker, Jr., Deceased, recorded in Volume 259, Page 597, Deed Records of Waller County, Texas, and as same is affected by that certain agreement and conveyance dated March 29, 1976, executed by Minnie R. Becker, Individually and as Trustee and Galvin Mayo Becker, Individually, recorded in Volume 264, Page 359, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- hh. Mineral and/or Royalty Reservation(s) appearing in instrument dated July 1, 1976, executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam Becker, Deceased to Cox Enterprises, Inc., recorded in Volume 266, Page 605, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

- ii. Mineral and/or Royalty Reservation(s) appearing in Deed dated January 29, 1998, executed by TGL, Inc. to Jennifer A. May and Franklin E. May, recorded in Volume 584, Page 479, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- jj. Mineral and/or Royalty Reservation(s) appearing in Deed dated April 26, 2002, executed by Ernest C. Walker, Jr. and wife, Lori Walker to Perry Von Gontard and wife, Karen Von Gontard, recorded in Volume 728, Page 238, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- kk. Changes in boundary caused by forces of accretion, erosion or avulsion of any creek, stream or body of water affecting the property.
- ll. Roadway and Utility Easements dated January 23, 1998, recorded in Volume 579, Page 33, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- mm. Affidavit to the Public regarding on-site sewage facility requiring maintenance dated July 16, 2003, executed by Karen Von Gontard, recorded in Volume 790, Page 140, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- nn. Affidavit to the Public regarding on-site sewage facility requiring maintenance dated September 24, 2004, executed by Karen Von Gontard, recorded in Volume 858, Page 263, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

COMMITMENT FOR TITLE INSURANCE

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. Require all taxes be paid up and including 2008.
6. Require execution of an Affidavit as to Debts and Liens by Sellers.
7. Require execution of Waiver of Inspection form by Buyers.
8. This commitment was done without the benefit of an Earnest Money Contract. This commitment will be subject to conditions, stipulations, etc. contained in said contract between Buyer(s) and Seller(s).
9. Obtain and file for record a Release of Lien of the Deed of Trust
10. Obtain and file for record a Release of Lien of the Home Equity Deed of Trust
11. NOTE: A portion of the subject property is being taxed as agricultural value/exemption at the Waller County Appraisal District. Prior to closing the proposed transaction, all agricultural value/exception may be subject to roll back taxes.

12. Obtain and file for record a Warranty Deed from Perry Von Gontard and wife, Karen Von Gontard vesting title in Proposed Buyer(s).
13. If Company is to delete the appropriate portion on the standard survey exception and provide a T-19 endorsement, obtain on a form and in a manner acceptable to this Company a survey and field notes from a Registered Public Surveyor showing the following: (a) the location of all improvements, and showing 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 might disclose; (c) indicating and labeling all encroachments, or on the face of the survey, "No Encroachments". Any survey required in the current transaction must be submitted to Company at least 24 hours prior to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey. **TITLE COMPANY WILL NOT AND DOES NOT ORDER SURVEYS.** The ordering of surveys is the responsibility of the parties.
14. If a Loan Policy contemplated by this commitment is subsequent issued to the proposed lender shown on Schedule A, at the request of the proposed lender, upon the **ISSUANCE** of the loan policy the insured lender on Schedule A of the loan policy will appear as follows: "(Name of Proposed Lender)", and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provision of Section 12(c) of the Conditions and Stipulations."
15. Title Company must be furnished with any closing package from lender at least 24 hours prior and 48 hours prior if a Home Equity Loan to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said closing instructions.
16. Underwriter requires a copy of photo identification of all parties executing documents at closing be kept in guarantee file. (i.e. Driver's License, Passport, Governmental ID)
17. All instruments must be created on forms satisfactory to Title Company.
18. Note to all Buyers, Sellers, Borrowers, Lenders and all parties interested in the transaction covered by this Commitment. The following constitutes major changes in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account. The term "Good Funds" is defined as:

(1) Cash or wire transfers; (2) Certified funds, including certified checks and cashier's checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts and any other items when collected by the financial institution.

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.**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

G.F. No. or File No. **WR-09-188**

Effective Date: **July 31, 2009, 08:00 am**

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 individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

First American Title Insurance Company, a California corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of First American Title Insurance Company: wholly owned subsidiary of The First American Corporation, a public company.

DIRECTORS:

D.P. Kennedy, Parker S. Kennedy, Gary J. Beban, J. David Chatham, William G. Davis, James L. Doti, Lewis W. Douglas, Jr., Paul B. Fay, Jr., Frank E. O'Bryan, Roslyn B. Payne, D. Van Skilling, Herbert B. Tasker and Virginia M. Ueberroth

OFFICERS:

Chairman of the Board and Chief Executive Officer: Parker S. Kennedy; President, Craig I. DeRoy; Senior Executive Vice President and Chief Financial Officer: Thomas A. Klemens; Executive Vice President and Chief Operating Officer: Dennis J. Gilmore; Executive Vice President, Lender Services: Curt A. Caspersen; Executive Vice President, Technology: John M. Hollenbeck; Executive Vice President, Title Insurance and Services: Gary L. Kermott; Senior Vice President and General Counsel: Kenneth D. DeGiorgio; Senior Vice President and Chief Information Officer: Roger S. Hull; Senior Vice President and National Litigation Counsel: Timothy P. Sullivan; Vice President, Secretary and Corporate Counsel: Mark R. Arnesen; Vice President, Corporate Communications: Joe Etta Bandy; Vice President Regulatory Counsel and Special Counsel: James J. Dufficy; Vice President and Controller, Paul W. Knutson

2. Agent: **Botts Title Company**

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

Val Walters
C.E. Clover, Jr.
Dorothy G. Zavodny

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:

None

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

Val Walters C.E. Clover, Jr. Dorothy G. Zavodny

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

President: Val Walters Vice President: C.E. Clover, Jr. Secretary: Dorothy G. Zavodny

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:

Owners Policy

\$0.00

Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

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:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

EXHIBIT "A"

Tract One:

That certain 42.146 acre tract being out of the tract conveyed in a deed from Cox Enterprises, Inc. to Nine Bar Ranch Texas, Inc., dated April 3, 1986 and recorded in Vol. 392, Page 697 of the Deed Records of Waller County, all or a portion of a called 49.219 acre tract described in a deed from Phoebe Kirby Rose, et al to Nine Bar Ranch Texas, Inc., dated December 20, 1986 and recorded in Vol. 403, Page 627 of the Deed Records and all or a portion of a called 60.3168 acre tract described in a deed from Don R. Mullins, d/b/a Wood Forest Land Ventures, and James P. Wells, to Nine Bar Ranch Texas, Inc. dated July 12, 1988 and recorded in Vol. 421, Page 424 of the Deed Records and being located in the S.H. Hardin Survey, Abstract 36, Waller County, Texas.

COMMENCING FOR REFERENCE: At a ½ inch iron rod set at the intersection of the South right-of-way line of F.M. Highway 1736 and the West right-of-way line of Laneview Road marking the Northeast corner of Tract E-4, being 114.831 acres (surveyed at the same time as this tract and not yet recorded);

THENCE: With the South line of said F. M. Highway 1736 the following calls:

Along a curve to the right with a central angle of 15° 41' 59", a radius of 1004.94 feet, a length of 275.37 feet and a chord bearing of North 78° 10' 51" East a distance of 274.50 feet to a concrete highway monument found;

North 70° 45' 12" West, 1812.37 feet to a 1 inch iron pipe set;

Along a curve to the right with a central angle of 6° 40' 49", a radius of 5779.65 feet, a length of 673.86 feet and a chord bearing of North 67° 27' 14" West a distance of 673.47 feet to a 1 inch iron pipe set;

North 64° 03' 18" West, 973.19 feet to a concrete highway monument found;

Along a curve to the right with a central angle of 6° 32' 07", a radius of 1959.88 feet, a length of 223.55 feet and a chord bearing of North 60° 38' 14" West a distance of 223.43 feet to a 1 inch iron pipe set for the Northeast corner of Tract E-

EXHIBIT "A"

15, being 101.469 acres (surveyed at the same time as this tract and not yet recorded) and the Northwest corner of Tract E-16, being 82.949 acres (surveyed at the same time as this tract and not yet recorded);

THENCE: South 25° 05' 34" West a distance of 3291.17 feet to a 1 inch iron pipe set at an angle in the fence for the Southwest corner of Tract E-16, being 82.949 acres (surveyed at the same time as this tract and not yet recorded) and the Northwest corner of Tract E-5, being 96.241 acres (surveyed at the same time as this tract and not yet recorded);

THENCE: South 24° 57' 27" West a distance of 1876.57 feet to a 1 inch iron pipe set for the Northeast corner of this tract and the Southeast corner of Tract E-14, being 91.619 acres (surveyed at the same time as this tract and not yet recorded) and being the actual PLACE OF BEGINNING;

THENCE: South 24° 57' 27" West a distance of 995.33 feet to a 1 inch iron pipe set for the Southeast corner of this tract and the Northeast corner of Tract E-12, being 38.994 acres (surveyed at the same time as this tract and not yet recorded);

THENCE: North 68° 33' 55" West a distance of 1815.84 feet to a 1 inch iron pipe set in the East line of the Rolling Hills subdivision, Section 6, for the Southwest corner of this tract and the Northwest corner of said Tract E-12;

THENCE: North 19° 01' 28" East a distance of 972.97 feet to a 1 ¼ inch iron pipe found for the Northwest corner of this tract and the Northeast corner of said Rolling Hills

THENCE: South 69° 21' 22" East a distance of 489.80 feet to a 1 inch iron pipe set for the Southeast corner of the Rolling Hills Subdivision, Section 5 and the Southwest corner of said Tract E-14;

THENCE: South 69° 09' 00" East a distance of 1428.24 feet to the actual PLACE OF BEGINNING and containing 42.146 acres of land.

The bearings recited herein are based on the North right-of-way line of Kelley Road running North 89° 36' 20" West.

EXHIBIT "A"

Tract Two:

That certain 0.215 acre tract out of a 38.994 acre tract conveyed in a deed from COX ENTERPRISES, INC. to NINE BAR RANCH TEXAS, INC., dated April 3, 1986 and recorded in Vol. 392, Page 697 of the Deed Records of Waller County, Texas, all or a portion of a called 49.219 acre tract described in a deed from PHOEBE KIRBY ROSE, et al, to NINE BAR RANCH TEXAS, INC., dated December 20, 1986 and recorded in Vol. 403, Page 627 of the Deed Records and all or a portion of a called 60.3168 acre tract described in a deed from Don R. Mullins, d/b/a WOOD FOREST LAND VENTURES, and James P. Wells, to NINE BAR RANCH TEXAS, INC., dated July 12, 1988 and recorded in Vol. 421, Page 424 of the Deed Records and being located in the S.H. Hardin Survey, Abstract 36, Waller County, Texas.

COMMENCING FOR REFERENCE at a ½ inch iron rod set at the intersection of the South right-of-way line of FM Highway 1736 and the West right-of-way line of Laneview Road marking the Northeast corner of Tract E-4, being 114.831 acres (surveyed at the same time as this tract and not yet recorded);

THENCE with the South line of said FM Highway 1736 the following calls:

Along a curve to the right with a central angle of 15 deg. 41 min. 59 sec., a radius of 1004.94 feet, a length of 275.37 feet and a chord bearing of North 78 deg. 10 min. 51 sec. East a distance of 274.50 feet to a concrete highway monument found;

North 70 deg. 45 min. 12 sec. West, 1812.37 feet to a 1 inch iron pipe set;

Along a curve to the right with a central angle of 6 deg. 40 min. 49 sec., a radius of 5779.65 feet, a length of 673.86 feet and a chord bearing of North 67 deg. 27 min. 14 sec. West a distance of 673.47 feet to a 1 inch iron pipe set;

North 64 deg. 03 min. 18 sec. West, 973.19 feet to a concrete highway monument found;

Along a curve to the right with a central angle of 6 deg. 32 min. 07 sec., a radius of 1959.88 feet, a length of 223.55 feet and a chord bearing of North 60 deg. 38 min. 14 sec. West a distance of 223.43 feet to a 1 inch iron pipe set for the Northeast corner of Tract E-15, being 101.469 acres (surveyed at the same time as this tract and not yet recorded) and the North west corner of Tract E-16, being 82.949 acres (surveyed at the same time as this tract and not yet recorded);

EXHIBIT "A"

THENCE South 25 deg. 05 min. 34 sec. West a distance of 3291.17 feet to a 1 inch iron pipe set at an angle in the fence for the Southwest corner of Tract E-16, being 82.949 acres (surveyed at the same time as this tract and not yet recorded) and the Northwest corner of Tract E-5, being 96.241 acres (surveyed at the same time as this tract and not yet recorded);

THENCE South 24 deg. 57 min. 27 sec. West a distance of 1876.57 feet to a 1 inch iron pipe set for the Northeast corner of Tract E-13 and the Southeast corner of Tract E-14, being 91.619 acres (surveyed at the same time as this tract and not yet recorded);

THENCE South 24 deg. 57 min. 27 sec. West a distance of 995.33 feet along the Southeast line of A.J.'s Way (60 foot width) to a 1 inch iron pipe set for the Southeast corner of Tract E-13 and the Northeast corner of Tract E-12, and being the ACTUAL PLACE OF BEGINNING of this 0.215 acre tract, said corner being located on the Southeast line of A.J.'s Way in the intersection with Clay Walker Ranch Road (60 foot width);

THENCE South 24 deg. 57 min. 27 sec. West a distance of 10.84 feet with the Southeast line of A.J.'s Way and the Southeast line of Tract E-12 to a ¼ inch iron rod set for the Southeast corner of this 0.215 acre tract;

THENCE North 74 deg. 47 min. 50 sec. West a distance of 84.00 feet to a ¼ inch iron rod set in the South line of a fenced lane for a corner;

THENCE North 66 deg. 31 min. 34 sec. West a distance of 59.13 feet along the South line of the fenced lane to a ¼ inch iron rod set for a corner;

THENCE North 66 deg. 05 min. 28 sec. West a distance of 240.49 feet along the South line of the fenced lane to a ¼ inch iron rod set for a corner;

THENCE North 67 deg. 42 min. 49 sec. West a distance of 94.02 feet with the South line of the lane to a ¼ inch iron rod set for a corner;

THENCE North 68 deg. 14 min. 48 sec. West with the South line of the fenced lane a distance of 1089.30 feet to a ¼ inch iron rod set at the intersection of the South line of the fenced lane with the South line of Tract E-13 (42.146 acres, Vol. 587, Page 1, Waller County, Official Records);

THENCE South 68 deg. 33 min. 55 sec. East with the South line of Tract E-13 a distance of 1566.82 feet to the ACTUAL PLACE OF BEGINNING and containing 0.215 acres of land including the area in A.J.'s Way.