

 First American Title Guaranty Company	Commitment for Title Insurance (T-7) <small>ISSUED BY</small> First American Title Guaranty Company
Commitment	

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

We **FIRST AMERICAN TITLE GUARANTY 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.

First American Title Guaranty Company



Christopher M. Leavell
President

Jeffrey S. Robinson
Secretary

By:

Authorized Countersignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>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.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>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 enterderlo completamente antes de la fecha para finalizar su transacción.</p>
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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 1-888-632-1642 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.

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.



**First American
Title Guaranty Company**

Important Notice

ISSUED BY

First American Title Guaranty Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call First American Title Guaranty Company's toll-free telephone number for information or to make a complaint at:

1-888-632-1642

You may also write to First American Title Guaranty Company at:

**1 First American Way
Santa Ana, California 92707**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact First American Title Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de First American Title Guaranty Company's para información o para presentar una queja al:

1-888-632-1642

Usted también puede escribir a First American Title Guaranty Company:

**1 First American Way
Santa Ana, California 92707**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro con una reclamación, usted debe comunicarse con el First American Title Guaranty Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIRST AMERICAN TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date: **April 3, 2020, 8:00 am**

GF No. **20-0899-C**

Commitment No. _____, issued **April 13, 2020, 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:
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**

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

Alta Mira Land & Cattle, LP, a Texas limited partnership

4. Legal description of land:

Being 179.070 acres of land, more or less, in the STEPHEN F. SANDERS SURVEY, ABSTRACT NO. 23, situated in Caldwell County, Texas, being that same tract conveyed in Document No. 2014-003127, of the Official Public Records of Caldwell County, Texas; TOGETHER WITH that 20' access easement as set out in Warranty Deed recorded in Volume 452, Page 429, Official Public Records of Caldwell County, Texas and both being more particularly described by metes and bounds in Exhibit "A" attached hereto.

NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

FIELD NOTES FOR A 179.070 ACRE TRACT IN THE STEPHEN F. SANDERS SURVEY IN CALDWELL COUNTY, TEXAS.

BEING a 179.070 acre tract or parcel of land out of and being a part of the Stephen F. Sanders Survey, A-23, in Caldwell County, Texas, and being all of that certain tract said to contain 173.797 acres in a deed from Larry D. Welch to Todd Boran and wife, Nicole Boran recorded in Vol. 452, Page 429, Caldwell County Official Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found in the southwest line of that certain 190.620 acre tract described as Tract Two in a deed from Frost National Bank to Edmund M. Longcope, Trustee, recorded in Vol. 194, Page 281, Caldwell County Official Records, the east corner of that certain 148.597 acre tract described as Tract One in the said deed to Longcope, for the north corner of this tract. Said point being in the southwest line of a 20 foot roadway easement recorded in Vol. 268, Page 107, Caldwell County Deed Records.

THENCE with the southwest line of the Longcope 190.620 acre tract and 20 foot access easement, S 40 deg. 39 min. 42 sec. E, at approx. 20 feet pass the termination of the said 20 foot easement, in all 1316.73 feet to the south corner of the Longcope 190.620 acre tract, a 3 inch steel fence corner post found in the northwest line of that certain 50.5 acre tract described as Second Tract in a deed from L.A. Clary, et. ux., to Billy J. Perryman, et. ux., recorded in Vol. 335, Page 684, Caldwell County Official Records, for the most northerly east corner of this tract.

THENCE with the northwest line of the Perryman 50.5 acre tract described as Second Tract and the northwest line of that certain 50.0 acre tract described in a deed from Billy J. Perryman, Inc. to Billy J. Perryman, et. ux., recorded in Vol. 468, Page 678, Caldwell County Official Records, S 32 deg. 40 min. 32 sec. W, 1829.38 feet to the west corner of the Perryman 50.0 acre tract, a fence corner post found for an interior corner of this tract.

THENCE with the southwest line of the Perryman 50.0 acre tract, S 40 deg. 24 min. 37 sec. E, 1273.58 feet to the south corner of same, a point on the low bank of the San Marcos River for the most southerly northeast corner of this tract from which a 5/8 inch iron rod Set for Reference on bank of said river bears N 40 deg. 24 min. 37 sec. W, 21.99 feet.

THENCE with the meanders of the low bank of the San Marcos River, S 53 deg. 49 min. 07 sec. W, 89.67 feet to a point; S 54 deg. 06 min. 16 sec. W, 187.61 feet to a point; S 34 deg. 42 min. 39 sec. W, 249.16 feet to a point; S 01 deg. 29 min. 03 sec. W, 49.35 feet to a point; S 47 deg. 17 min. 55 sec. W, 92.12 feet to a point; S 79 deg. 00 min. 54 sec. W, 64.20 feet to a point; N 88 deg. 16 min. 20 sec. W, 248.59 feet to a point; N 68 deg. 53 min. 07 sec. W, 377.53 feet to a point; N 79 deg. 39 min. 50 sec. W, 354.89 feet to a point; N 69 deg. 03 min. 43 sec. W, 73.94 feet to a point; N 89 deg. 09 min. 48 sec. W, 132.56 feet to a point; S 76 deg. 10 min. 39 sec. W, 329.43 feet to a point; S 66 deg. 50 min. 43 sec. W, 208.25 feet to a point; N 65 deg. 01 min. 16 sec. W, 125.08 feet to a point; N 46 deg. 47 min. 03 sec. W, 149.97 feet to a point; N 24 deg. 19 min. 02 sec. W, 50.93 feet to a point; N 23 deg. 36 min. 48 sec. E, 52.00 feet to a point; N 52 deg. 35 min. 26 sec. E, 96.14 feet to a point; N 61 deg. 43 min. 34 sec. E, 138.22 feet to a point; N 38 deg. 25 min. 05 sec. E, 143.74 feet to a point; N 11 deg. 15 min. 47 sec. E, 170.63 feet to a point; N 20 deg. 37 min. 39 sec. E, 77.53 feet to a point; N 26 deg. 04 min. 02 sec. W, 60.65 feet to a point; N 49 deg. 13 min. 47 sec. W, 32.38 feet to a point; N 74 deg. 51 min. 12 sec. W, 31.36 feet to a point; N 66 deg. 41 min. 57 sec. W, 157.27 feet to a point; N 76 deg. 21 min. 35 sec. W, 58.93 feet to a point; S 69 deg. 13 min. 24 sec. W, 90.47 feet to a point; S 75 deg. 56 min. 28 sec. W,

83.74 feet to a point; N 79 deg. 03 min. 57 sec. W, 26.15 feet to a point; S 61 deg. 42 min. 35 sec. W, 85.26 feet to a point; S 51 deg. 29 min. 18 sec. W, 76.39 feet to a point; S 62 deg. 10 min. 45 sec. W, 264.77 feet to a point; S 58 deg. 01 min. 10 sec. W, 108.18 feet to a point; S 47 deg. 57 min. 15 sec. W, 278.08 feet to a point; S 59 deg. 17 min. 18 sec. W, 199.03 feet to a point; S 61 deg. 10 min. 36 sec. W, 233.56 feet to a point; S 69 deg. 04 min. 26 sec. W, 141.91 feet to a point; S 74 deg. 40 min. 02 sec. W, 122.42 feet to a point; N 77 deg. 32 min. 31 sec. W, 145.67 feet to a point; N 18 deg. 19 min. 20 sec. W, 130.40 feet to a point; N 40 deg. 01 min. 02 sec. E, 75.11 feet to a point; N 68 deg. 31 min. 54 sec. E, 73.61 feet to a point; N 45 deg. 49 min. 22 sec. E, 51.79 feet to a point; N 05 deg. 33 min. 17 sec. E, 47.76 feet to a point; N 32 deg. 29 min. 23 sec. E, 55.17 feet to a point; N 00 deg. 26 min. 29 sec. E, 112.46 feet to a point; N 72 deg. 20 min. 39 sec. E, 40.30 feet to a point; N 46 deg. 21 min. 20 sec. E, 166.49 feet to a point; N 31 deg. 06 min. 46 sec. E, 187.65 feet to a point; N 18 deg. 44 min. 38 sec. E, 106.42 feet to a point; N 10 deg. 28 min. 49 sec. E, 136.29 feet to a point for the south corner of the before mentioned Longcope 148.597 acre tract for the west corner of this tract from which a 5/8 inch Iron rod Set for Reference on bank of said river bears N 44 deg. 31 min. 18 sec. E, 21.13 feet.

THENCE leaving said river with the southeast line of the Longcope 148.597 acre tract, N 44 deg. 31 min. 18 sec. E, 3975.34 feet to the POINT OF BEGINNING, containing 179.070 acres of land.

ACCESS EASEMENT RIGHT OF WAY

BEGINNING at a 1/2" iron pin found in a gravel drive in the North corner of the above mentioned 184.0 acre tract and in the SW line of a 20' Roadway described in Volume 268 Page 107 of the Deed Records of Caldwell County, Texas and in the apparent East corner of a tract of land designated as Tract One called 148.5968 acres and conveyed to Edmund M. Longcope by deed recorded in Volume 194 Page 281 of the said Official Records and in the apparent SW line of a tract of land designated as Tract Two called 190.6197 acres and conveyed to the said Edmund Longcope as recorded in the said Volume 194 Page 281 for the beginning point of this easement.

THENCE N 40 degrees 30 minutes 41 seconds W with the SW line of the said 20' Roadway and the apparent NE line of the said Longcope 148.5968 acre tract at 1266.64 feet pass a 8" treated fence corner post found for reference and continue for a total distance of 1296.68 feet to a point in the SE line of Treetop Lane for the West corner this easement.

THENCE N 49 degrees 05 minutes 26 seconds E with the SE line of Treetop Lane 20.00 feet to a point in the North corner of the said 20' Roadway for the North corner this easement.

THENCE S 40 degrees 30 minutes 41 seconds E with the NE line of the said 20' Roadway 1316.82 feet to a point in the East corner of the said 20' Roadway for the East corner this easement.

THENCE S 49 degrees 29 minutes 19 seconds W with the SE line of the said 20' Roadway 19.94 feet to a point in the NE line of the said 184.0 acre tract and the apparent SW line of the said Longcope 190.6197 acre tract for the South corner this easement.

THENCE N 40 degrees 40 minutes 46 seconds W with the NE line of the said 184.0 acre tract and the apparent SW line of the said Longcope 190.6197 acre tract and the SW line of the said 20' Roadway 20.00 feet to the place of beginning.

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):

Deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2020**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must

insert matters or delete this exception.):

- a. **Rights of parties in possession. (Owner's Policy Only)** This exception may be deleted at the request of the proposed insured, upon a physical inspection by the Title Company and payment of its reasonable and actual costs thereof.
- b. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not.** There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- c. **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.** The term "encroachment" includes encroachment of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land. In the event of a conflict between this exception and Covered Risk '1.(c)', this exception shall control. (Applies to Owner's Policy only)
- d. **Rights of tenants in possession under unrecorded leases or rental agreements.**
- e. **Easement to cut a ditch as reserved in Deed, dated July 10, 1883, recorded in [Volume 2, Page 6](#), of the Deed Records of Caldwell County, Texas.**
- f. **Easement granted to Humble Oil & Refining Company, et al, dated October 21, 1930, recorded in [Volume 149, Page 622](#), of the Deed Records of Caldwell County, Texas.**
- g. **Easement granted to C.E. Purcell, dated April 23, 1956, recorded in [Volume 268, Page 107](#), of the Deed Records of Caldwell County, Texas.**
- h. **Easement granted to Humble Pipe Line Company, dated December 30, 1961, recorded in [Volume 292, Page 96](#), of the Deed Records of Caldwell County, Texas.**
- i. **Easement granted to Phillips Petroleum Company, dated August 1, 1975, recorded in [Volume 371, Page 268](#), of the Deed Records of Caldwell County, Texas.**
- j. **Easement granted to Texas-New Mexico Pipe Line Company, dated November 18, 1987, recorded in [Volume 523, Page 579](#), of the Deed Records of Caldwell County, Texas.**
- k. **Terms, conditions, and stipulations in that certain Division Line Agreement, dated March 8, 1929, as recorded in [Volume 132, Page 622](#), of the Deed Records of Caldwell County, Texas.**
- l. **Undivided royalty interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Walter Ussery and wife, Goldie Ussery, to Tom S. Harris, Hattie Carter, Elme Longmire, Velma Souers and Clyde Harris, under deed dated April 1, 1952, and recorded in [Volume 245, Page 70](#), of the Deed Records of Caldwell, County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.**
- m. **Undivided royalty interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto Lola Greenwood, T.C. Greenwood, JR. and wife, Veva Emma Greenwood in deed to C.E. Purcell, dated April 24, 1956, and recorded in [Volume 266, Page 362](#), of the Deed Records of Caldwell County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.**

- n. Undivided royalty interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by Elizabeth Purcell, Administratrix of the Estate of C.E. Purcell, to Elizabeth Purcell, Avanette Sammons, Fern Ewarl, Nell Reed and Charlene Murphy, under deed dated June 1, 1985, and recorded in [Volume 521, Page 380](#), of the Deed Records of Caldwell, County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.
- o. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto C.E. Purcell and wife, Ella Frances Purcell in deed to AN. Mabry, dated December 6, 1954, and recorded in [Volume 260, Page 13](#), of the Deed Records of Caldwell County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.
- p. Oil, Gas and Mineral Lease between C.E. Purcell and wife, Ella Frances Purcell, as Lessor, and Hydrocarbons, Inc., as Lessee, recorded in [Volume 270, Page 1](#), of the Deed Records of Caldwell County, Texas, together with all rights incident thereto.
- q. Oil, Gas and Mineral Lease between C.E. Purcell and wife, Ella Frances Purcell, as Lessor, and J. Maurice Price, Sr., as Lessee, recorded in [Volume 297, Page 442](#), of the Deed Records of Caldwell County, Texas, together with all rights incident thereto.
- r. Oil, Gas and Mineral Lease between C.E. Purcell and wife, Ella Frances Purcell, as Lessor, and Jack Vick, as Lessee, recorded in [Volume 297, Page 489](#), of the Deed Records of Caldwell County, Texas, together with all rights incident thereto.
- s. Oil, Gas and Mineral Lease between C.E. Purcell and wife, Ella Frances Purcell, as Lessor, and Gaines R. Whittington, as Lessee, recorded in [Volume 333, Page 180](#), of the Deed Records of Caldwell County, Texas, together with all rights incident thereto.
- t. Oil, Gas and Mineral Lease between C.E. Purcell and wife, Ella Frances Purcell, as Lessor, and Curtis Hankamer, as Lessee, recorded in [Volume 349, Page 379](#), of the Deed Records of Caldwell County, Texas, together with all rights incident thereto.
- u. Oil, Gas and Mineral Lease between C.E. Purcell and wife, Elizabeth Purcell, as Lessor, and Ernest M. Cloughly, as Lessee, recorded in [Volume 368, Page 461](#), of the Deed Records of Caldwell County, Texas, together with all rights incident thereto.
- v. Oil, Gas and Mineral Lease between C.E. Purcell and wife, Elizabeth Purcell, as Lessor, and an un-named Lessee, recorded in [Volume 380, Page 645](#), of the Deed Records of Caldwell County, Texas, together with all rights incident thereto.
- w. Oil, Gas and Mineral Leases, between Elizabeth Purcell et al, as Lessor, and Al Bassi, as Lessee, recorded in [Volume 475, Page 69](#), [Volume 475, Page 73](#), [Volume 475, Page 77](#), [Volume 475, Page 80](#), [Volume 475, Page 84](#), [Volume 496, Page 627](#), [Volume 496, Page 631](#), [Volume 496, Page 635](#), and [Volume 496, Page 645](#), of the Deed Records of Caldwell County, Texas, together with all rights incident thereto.

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**
6. **This order was submitted without the name of a buyer; prior to closing, furnish the name(s) of the buyer(s) to the title department for examination and possible additional requirements.**
7. **Company requires submission of following documentation to determine who has authority to act on behalf of Alta Mira Land & Cattle, LP.**
 1. true and correct copies of its governing documents (including its certificate of formation and limited partnership agreement), together with all amendments thereto,
 2. a Certificate of Status from the Secretary of State evidencing that the limited partnership is in lawful existence or, if a foreign limited partnership, that the limited partnership is qualified to do business in the state of Texas,
 3. a Certificate of Account Status from the Comptroller of Public Accounts evidencing that the limited partnership is in good standing,
 4. if required under the governing documents, resolutions of the limited partners which authorize the subject transaction and instruct the general partner to execute the closing documents on behalf of the limited partnership, supported by a Secretary's Certificate.
 5. In addition, if the entity is a foreign limited partnership, Company requires a Certificate of Status and Certificate of Good Standing from the appropriate governmental agencies of the state in which the limited partnership was created.

6. If the general partner of the limited partnership is a business entity, the additional documents should be obtained (i) true and correct copies of its governing documents (including its certificate of formation and operating agreement), together with all amendments thereto, (ii) a Certificate of Status from the Secretary of State evidencing that the general partner is in lawful existence or, if a foreign entity, that the general partner is qualified to do business in the state of Texas, (iii) a Certificate of Account Status from the Comptroller of Public Accounts evidencing that the general partner is in good standing, and (iv) resolutions of the governing body of the general partner which designates an individual representative, by name and office held, to execute the closing documents on behalf of the general partner as the general partner of the limited partnership, supported by a Secretary's Certificate.
8. We must be furnished with a properly executed Affidavit of Debts and Liens, executed by the record owner and/or seller.
9. We must be furnished with a properly executed Waiver of Inspection executed by the Purchaser(s).
10. This file must be updated prior to closing.
11. If a durable power of attorney is to be used in this transaction:
1. Company requires an original power of attorney be provided that is suitable for filing of record, as required by Section 751.151 of the Texas Estates Code.
 2. The Agent under the Durable Power of Attorney shall provide an executed Certification of Durable Power of Attorney in a form acceptable to the underwriter.
 3. All documents in this transaction to be filed of record, including but not limited to any durable power of attorney used in this transaction, must wholly be in the English language, as required by Texas Property Code Section 11.002(a), in order to be filed in the real property records. If not wholly in the English language, company requires and requests a sworn English translation as described in Section 11.002, subparagraphs (b) or (c), of the Texas Property Code, suitable for filing of record.
12. FOR INFORMATIONAL PURPOSES ONLY: The following conveyances involving the subject property were recorded within the last 24 months (or, if none, the most recent conveyance): None, last deed of record filed on July 30, 2014, in Document No. [2014-003127](#), Official Public Records of Caldwell County, Texas.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **20-0899-C**

Effective Date: **April 3, 2020, 8:00 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

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Guaranty Company is a wholly owned subsidiary of First American Title Insurance Company, a Nebraska Corporation.

Directors: Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

Officers: President: Christopher M. Leavell; Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: H. Matthew McCreddie

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

a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

Patrick M. Rose, F. Walter Penn, Echols Capital Group, LLC, Rex G. Baker III Gift Trust.

b. Each 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 that will receive a portion of the premium are as follows: None.

c. The following persons are managers and officers of the Title Insurance Agent:

MANAGERS

OFFICERS

Patrick M. Rose

Patrick M. Rose, President

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:

Owner's Policy	<u>\$0.00</u>
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."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE



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 personal 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

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 or 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 and First American's Fair Information Values. 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

First American Financial Corporation 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 First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses 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 to 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

First American Financial Corporation'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 First American'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.

FirstAm.com uses stored cookies. 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 businesses. 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.



Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Corridor Title Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.