

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
ISSUED BY



We, STEWART 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 B and 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.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

Nancy Moore
Authorized Signature

Permian Abstract Company

Company

Midland, TX

City, State



Edward Morris Jr.
Senior Chairman of the Board

Michael S. Morris
Chairman of the Board

Michael Stalks
President

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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

 **stewart**[®]
title guaranty company

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date: **August 29, 2019, 07:00 am**

GF No. **1908051-JO**

Commitment No. _____, issued **September 30, 2019, 9:06 pm**

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: **TBD**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
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:
Green Mountain Exploration, LLC, formerly known as Vault Midstream, LLC

4. Legal description of land:

TRACT ONE:

Being the surface only of Section 1, Block O, G & MMB & A Survey, Ward County, Texas, more particularly described by metes and bounds as follows:

(to be determined by survey)

TRACT TWO:

Being the surface only of Section 2, Block O, G & MMB & A Survey, Ward County, Texas, more particularly described by metes and bounds as follows:

(to be determined by survey)

TRACT THREE:

Being the surface only of Section 3, Block O, G & MMB & A Survey, Ward County, Texas, more particularly described by metes and bounds as follows:

(to be determined by survey)

TRACT FOUR:

Being the surface only of Section 4, Block O, G & MMB & A Survey, Ward County, Texas, more particularly described by metes and bounds as follows:

(to be determined by survey)

TRACT FIVE:

Being the surface only of Section 5, Block O, G & MMB & A Survey, Ward County, Texas, less and except the portion conveyed to the State of Texas by the Judgment recorded Volume 281, page 53, Deed Records of Ward County, Texas; and less and except the portion conveyed to Gulf Oil Corporation by deed recorded in Volume 238, Page 203, Deed Records of Ward County, Texas.

TRACT SIX:

Being the surface only of Section 6, Block O, G & MMB & A Survey, Ward County, Texas, less and except:

- (1) the tract conveyed to T. J. Meadows by the deed recorded in Volume 115, Page 104, Deed Records of Ward County, Texas;
- (2) the tract conveyed to Fred L. Green by the deed recorded in Volume 116, Page 263, Deed Records of Ward County, Texas;
- (3) the tract excepted from the conveyance to F. I. Dyer by the deed recorded in Volume 105, Page 106, Deed Records of Ward County, Texas;
- (4) the tract conveyed to Stuckeys, Inc. by the deed recorded in Volume 280, Page 105, Deed Records of Ward County, Texas;
- (5) the tract conveyed to Tommy E. McClain by the deed recorded in Volume 285, Page 80, Deed Records of Ward County, Texas;
- (6) the tract conveyed to McClain Truck Services, Inc. by the deed recorded in Volume 403, Page 379, Deed Records of Ward County, Texas;
- (7) the tract excepted from the conveyance to Gulf Oil Corporation by the deed recorded in Volume 513, Page 343, Deed Records of Ward County, Texas;
- (8) the tract conveyed to McClain Truck Services, Inc. by the deed recorded in Volume 536, Page 537, Deed Records of Ward County, Texas;
- (9) the portion conveyed to the State of Texas by the Judgment recorded in Volume 281, Page 53, Deed Records of Ward County, Texas.

TRACT SEVEN:

Being the surface only of Section 7, Block O, G & MMB & A Survey, Ward County, Texas, less and except:

- (1) the 4.0 tract reserved to F. Irby Dyer by the deed recorded in Volume 513, Page 343, Deed Records of Ward County, Texas.

TRACT EIGHT:

Being the surface only of Section 8, Block O, G & MMB & A Survey, Ward County, Texas.

TRACT NINE:

Being the surface only of Section 9, Block O, G & MMB & A Survey, Ward County, Texas.

TRACT TEN:

Being the surface only of Section 10, Block O, G & MMB & A Survey, Ward County, Texas.

TRACT ELEVEN:

Being the surface only of Section 73, Block N, G & MMB & A Survey, Ward County, Texas.

TRACT TWELVE:

Being the surface only of Section 74, Block N, G & MMB & A Survey, Ward County, Texas; less and except 11.41 acres, more or less, as reserved in the deed recorded Volume 778, Page 296, Deed Records of Ward County, Texas.

TRACT THIRTEEN:

Being the surface only of Section 75, Block N, G & MMB & A Survey, Ward County, Texas.

TRACT FOURTEEN:

Being the surface only of Section 76, Block N, G & MMB & A Survey, Ward County, Texas.

TRACT FIFTEEN:

Being the surface only of Section 77, Block N, G & MMB & A Survey, Ward County, Texas; less and except the tracts and parcels conveyed as follows:

- (1) Gulf Oil Corporation, Volume 112, Page 112, Deed Records of Ward County, Texas;
- (2) State of Texas, Volume 222, Page 17, and Volume 281, Page 53, Deed Records of Ward County, Texas;
- (3) Wm. S. Van Eman, Volume 114, Page 133, Deed Records of Ward County, Texas;
- (4) C. T. Walker, Volume 117, Page 625, Deed Records of Ward County, Texas;
- (5) Ernest Oles, Volume 121, Page 9, Deed Records of Ward County, Texas;
- (6) J. A. Sargent, Volume 121, Page 148, Deed Records of Ward County, Texas;
- (7) C. T. Carnes, Volume 121, Page 184, corrected in Volume 121, Page 497, Deed Records of Ward County, Texas;
- (8) T. N. Carr, Volume 121, Page 402, Deed Records of Ward County, Texas;
- (9) Le Roy Price, Volume 121, Page 403, Deed Records of Ward County, Texas;
- (10) Mrs. Marcel Price, Volume 121, Page 406, Deed Records of Ward County, Texas;
- (11) R. A. Layfield, Volume 119, Page 427, Deed Records of Ward County, Texas;
- (12) J. W. Woods, Volume 123, Page 196, corrected in Volume 136, Page 116, Deed Records of Ward County, Texas;
- (13) Leroy W. Morse Volume 123, Page 305, corrected in Volume 218, Page 526, Deed Records of Ward County, Texas;
- (14) B. W. Brown, Volume 126, Page 423, Deed Records of Ward County, Texas;
- (15) L. D. Bankston, Volume 126, Page 547, Deed Records of Ward County, Texas;
- (16) Bert L. Wilson, Volume 126, Page 548, Deed Records of Ward County, Texas;
- (17) Ward County, Texas Volume 127, Page 253, Deed Records of Ward County, Texas;
- (18) A. R. Smith, Volume 127, Page 265, Deed Records of Ward County, Texas;

- (19) C. B. Whitefield, Volume 216, Page 197, and Volume 405, Page 288, Deed Records of Ward County, Texas;
- (20) C. J. Montgomery, Volume 221, Page 283, Deed Records of Ward County, Texas;
- (21) Elmo Warner, Volume 238, Page 292, Deed Records of Ward County, Texas;
- (22) Texas Electric Service Company, Volume 268, Page 351, Deed Records of Ward County, Texas.
- (23) A. R. Smith, Volume 119, Page 576, Deed Records of Ward County, Texas.
- (24) Edgar A. Raabe, Volume 154, Page 73, Deed Records of Ward County, Texas.
- (25) Frank Green, Volume 238, Page 294, Deed Records of Ward County, Texas.
- (26) Wayne R. Long, Volume 148, Page 417, Deed Records of Ward County, Texas.
- (27) Leroy W. Moore, Volume 218, Page 526, Deed Records of Ward County, Texas.

TRACT SIXTEEN:

Being the surface only of Section 78, Block N, G & MMB & A Survey, Ward County, Texas; less and except the tracts and parcels conveyed as follows:

- (1) W. M. Purcell, Volume 116, Page 182, Deed Records of Ward County, Texas.
- (2) State of Texas, Volume 281, Page 53, Deed Records of Ward County, Texas.

TRACT SEVENTEEN:

Being the surface only of Section 79, Block N, G & MMB & A Survey, Ward County, Texas

TRACT EIGHTEEN:

Being the surface only of Section 80, Block N, G & MMB & A Survey, Ward County, Texas

TRACT NINETEEN:

Being the surface only of Section 81, Block N, G & MMB & A Survey, Ward County, Texas

TRACT TWENTY:

Being the surface only of Section 82, Block N, G & MMB & A Survey, Ward County, Texas

TRACT TWENTY-ONE:

Being the surface only of Section 20, Block F, G & MMB & A Survey, Ward County, Texas; less and except the NW/4NW/4 Section 20, owned by the town of Wickett; less and except the townsite of Wickett, Texas, and all lots and blocks therein; and less and except the tracts and parcels conveyed as follows:


- (1) Dennis R. Brown, Volume 177, Page 524, Deed Records of Ward County, Texas.
- (2) Ward County, Texas, Volume 195, Page 13, Volume 326, Page 497, Deed Records of Ward County, Texas.
- (3) Ocie Dumas, Volume 179, Page 539, Deed Records of Ward County, Texas.
- (4) Tommy G. Martin, Volume 310, Page 207, Deed Records of Ward County, Texas.
- (5) James M. Fowler, Volume 326, Page 482, Deed Records of Ward County, Texas.
- (6) L. V. Gills, Volume 354, Page 481, Deed Records of Ward County, Texas.
- (7) L. B. Allison, Volume 363, Page 17, Deed Records of Ward County, Texas.

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

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):~~
 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 **2019**, 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.):

TRACT ONE

- a. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- b. Memorandum of Surface Lease Agreement recorded in Volume 869, Page 517, Deed Records of Ward County, Texas.
- c. Memorandum of Surface Use Agreement and Easement dated May 18, 2018, recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- d. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- e. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- f. Easements or rights of way specifically affecting the Property, as follows:
 - (1) Easement to Wickett Refining Company recorded in Volume 48, Page 419, Deed Records of Ward County, Texas.
 - (2) Easement to Texas-NM Pipeline Company recorded in Volume 77, Page 207, Deed Records of Ward County, Texas.
 - (3) Easement to Gulf Refining Company recorded in Volume 114, Page 229, and Volume 331, Page 142, Deed Records of Ward County, Texas.
 - (4) Easement to Cabot Carbon Company recorded in Volume 210, Page 21, Deed Records of Ward County, Texas.
 - (5) Easement to Texas Utilities Electric Company recorded in Volume 590, Page 215, Deed Records of Ward County, Texas.
 - (6) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
 - (7) Easement to Midstream Contribution Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 792; Volume 649, Page 802; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
 - (8) Lease and Easement to Plains Pipeline, LP recorded in Volume 758, Page 18, amended in Volume 796, Page 318, amended in Volume 869, Page 517, Deed Records of Ward County, Texas.

TRACT TWO:

- g. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- h. Memorandum of Surface Use Agreement and Easement dated May 18, 2018, recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- i. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- j. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- k. Easements or rights of way specifically affecting the Property, as follows:
 - (1) Easement to Gulf Refining Company recorded in Volume 114, Page 229, Deed Records of Ward County, Texas.
 - (2) Easement to Pasotex Pipeline Company recorded in Volume 121, Page 91, Deed Records of Ward County, Texas.
 - (3) Easement to Cabot Carbon Company recorded in Volume 128, Page 499, and Volume 210, Page 21, Deed Records of Ward County, Texas.
 - (4) Easement to Texas Electric Service Company recorded in Volume 487, Page 126, Deed Records of Ward County, Texas.
 - (5) Easement to Enron EOR Services Company recorded in Volume 565, Page 383, Deed Records of Ward County, Texas.
 - (6) Easement to Texas Utilities Electric Company recorded in Volume 590, Page 215, Deed Records of Ward County, Texas.
 - (7) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
 - (8) Easement to Midstream Contribution Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 792; Volume 649, Page 812; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
 - (9) Lease and Easement to TXU Electric Delivery Company in Volume 702, Page 174, Deed Records of Ward County, Texas.
 - (10) Encroachment Agreement and Easement to Whiting Oil & Gas Corporation recorded in Volume 1029, Page 187, Deed Records of Ward County, Texas.

TRACT THREE:

- l. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- m. Memorandum of Surface Lease Agreement recorded in Volume 869, Page 517, Deed Records of Ward County, Texas.
- n. Memorandum of Surface Use Agreement and Easement dated May 18, 2018, recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- o. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- p. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- q. Easements or rights of way specifically affecting the Property, as follows:
 - (1) Easement to Gulf Refining Company recorded in Volume 114, Page 229, Deed Records of Ward County, Texas.
 - (2) Easement to Pasotex Pipeline Company recorded in Volume 121, Page 91, and Volume 121, Page 98, Deed Records of Ward County, Texas.
 - (3) Easement to Cabot Carbon Company recorded in Volume 128, Page 89, and Volume 210, Page 21, Deed Records of Ward County, Texas.
 - (4) Easement to Cabot Corporation recorded in Volume 563, Page 426, Deed Records of Ward County, Texas.
 - (5) Easement to Texas Utilities Electric Company recorded in Volume 590, Page 215, Deed Records of Ward County, Texas.
 - (6) Easement to Chevron Pipeline Company recorded in Volume 598, Page 234, Deed Records of Ward County, Texas.
 - (7) Easement to Midstream Contribution Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 782; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
 - (8) Lease and Easement to Plains Pipeline, LP recorded in Volume 758, Page 18, amended in Volume 796, Page 318, amended in Volume 869, Page 517, Deed Records of Ward County, Texas.

TRACT FOUR:

- r. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- s. Memorandum of Surface Use Agreement and Easement dated May 18, 2018, recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- t. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- u. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- v. Easements or rights of way specifically affecting the Property, as follows:
 - (1) Easement to Gulf Refining Company and Gulf Oil Corporation recorded in Volume 71, Page 83, Deed Records of Ward County, Texas.
 - (2) Easement to Gulf Refining Company recorded in Volume 114, Page 229, Volume 443, Page 139, Deed Records of Ward County, Texas.
 - (3) Easement to Pasotex Pipeline Company recorded in Volume 121, Page 91, Deed Records of Ward County, Texas.
 - (4) Easement to Comanche Pipeline Company recorded in Volume 169, Page 42, Deed Records of Ward County, Texas.
 - (5) Easement to Cabot Carbon Company recorded in Volume 210, Page 21, Deed Records of Ward County, Texas.
 - (6) Easement to Warren Petroleum Company recorded in Volume 253, Page 292, Deed Records of Ward County, Texas.
 - (7) Easement to Cabot Corporation recorded in Volume 563, Page 415, Deed Records of Ward County, Texas.
 - (8) Easement to Texas Utilities Electric Company recorded in Volume 590, Page 215, Deed Records of Ward County, Texas.
 - (9) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
 - (10) Easement to Midstream Contribution Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
 - (11) Lease and Easement to Targa Midstream Services LLC recorded in Volume 1035, Page 177, Deed Records of Ward County, Texas.

TRACT FIVE:

- w. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- x. Prior conveyance of a surface tract to the State of Texas out of Section 5 and adjoining tracts by the Judgment recorded in Volume 281, Page 53, Deed Records of Ward County, Texas, and the rights of the owners thereof.
- y. Memorandum of Surface Use Agreement and Easement dated May 18, 2018, recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- z. Memorandum of Surface Facility Lease and Agreement recorded in Volume 1069, Page 517, Official Records of Ward County, Texas
- aa. Surface Lease to Conoco, Inc. recorded in Volume 8, Page 517, Lease Records of Ward County, Texas
- bb. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- cc. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- dd. Easements or rights of way specifically affecting the Property, as follows:
 - (1) Easement to Texas Electric Service Company recorded in Volume 40, Page 391, and Volume 304, Page 732, Deed Records of Ward County, Texas.
 - (2) Easement to American Telephone & Telegraph Company recorded in Volume 47, Page 609, Deed Records of Ward County, Texas.
 - (3) Easement to State of Texas recorded in Volume 58, Page 523, Deed Records of Ward County, Texas.
 - (4) Easement to Gulf Refining Company and Gulf Oil Corporation recorded in Volume 71, Page 483, Deed Records of Ward County, Texas.
 - (5) Easement to Gulf Refining Company recorded in Volume 113, Page 300, Volume 114, Page 229, and Volume 456, Page 689, Deed Records of Ward County, Texas.
 - (6) Easement to Southern Union Gas Company recorded in Volume 125, Page 361, and Volume 275, Page 150, Deed Records of Ward County, Texas.
 - (7) Easement to Gulf Oil Corporation recorded in Volume 189, Page 179, Deed Records of Ward County, Texas.
 - (8) Easement to Cabot Carbon Company recorded in Volume 210, Page 21, Deed Records of Ward County, Texas.
 - (9) Easement to Warren Petroleum Company recorded in Volume 258, Page 292, Deed Records of Ward County, Texas.

- (10) Easement to Colorado River Municipal Water District recorded in Volume 342, Page 505, Deed Records of Ward County, Texas.
- (11) Easement to Lo Vaca Gas Gathering Company recorded in Volume 350, Page 32, Deed Records of Ward County, Texas.
- (12) Easement to Cabot Corporation recorded in Volume 457, Page 536, and Volume 563, Page 415, Deed Records of Ward County, Texas.
- (13) Easement to Texas Utilities Electric Company recorded in Volume 590, Page 215, Deed Records of Ward County, Texas.
- (14) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
- (15) Easement to Midstream Contribution Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
- (16) Lease and Easement to Plains Pipeline, LP recorded in Volume 9158, Page 625, Deed Records of Ward County, Texas.
- (17) Easement to Reynosia Equity Exchange Inc. recorded in Volume 671, Page 765, and Volume 762, Page 213, Deed Records of Ward County, Texas.

TRACT SIX:

- ee. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- ff. Water rights conveyance to Gulf Oil Corporation recorded in Volume 93, Page 48, partially released in Volume 674, Page 239, Deed Records of Ward County, Texas.
- gg. Prior conveyance to the State of Texas of a surface tract out of Section 6 and adjoining tracts by the Judgment recorded in Volume 281, Page 53, Deed Records of Ward County, Texas, and the rights of the owners thereof.
- hh. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- ii. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- jj. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- kk. Easements or rights of way specifically affecting the Property, as follows:
 - (1) Easement to American Telephone & Telegraph Company recorded in Volume 47, Page 609, and Volume 49, Page 353, Deed Records of Ward County, Texas.

- (2) Easement to State of Texas recorded in Volume 58, Page 523, Deed Records of Ward County, Texas.
- (3) Easement to Gulf Refining Company and Gulf Oil Corporation recorded in Volume 71, Page 483, Deed Records of Ward County, Texas.
- (4) Easement to Stanolind Oil Company recorded in Volume 75, Page 175, Volume 75, Page 178, and partially released in Volume 674, Page 239, Deed Records of Ward County, Texas.
- (5) Easement to Gulf Refining Company recorded in Volume 113, Page 300, partially released in Volume 674, Page 239; Volume 114, page 229, partially released Volume 674, Page 239; and Volume 286, Page 32, Deed Records of Ward County, Texas.
- (6) Easement to Pasotex Pipeline Company recorded in Volume 121, Page 93, Deed Records of Ward County, Texas.
- (7) Easement to Southern Union Gas Company recorded in Volume 125, Page 361, and Volume 295, Page 150, Deed Records of Ward County, Texas.
- (8) Easement to Texas Electric Service Company recorded in Volume 138, Page 352; Volume 281, Page 342; Volume 295, Page 448; and Volume 487, Page 126, Deed Records of Ward County, Texas.
- (9) Easement to Comanche Pipeline Company recorded in Volume 169, Page 42, Deed Records of Ward County, Texas.
- (10) Easement to Cabot Carbon Company recorded in Volume 78, Page 403, Volume 125, Page 502, and Volume 210, Page 21, Deed Records of Ward County, Texas.
- (11) Easement to Southwestern Bell Telephone Company recorded in Volume 295, Page 234, Deed Records of Ward County, Texas.
- (12) Easement to Colorado River Municipal Water District recorded in Volume 342, Page 505, Deed Records of Ward County, Texas.
- (13) Easement to Lo Vaca Gas Gathering Company recorded in Volume 350, Page 33, modified in Volume 828, Page 394; Volume 830, Page 669, and Volume 828, Page 394, Deed Records of Ward County, Texas.
- (14) Easement to Cabot Corporation recorded in Volume 457, Page 536, Volume 563, Page 415, Deed Records of Ward County, Texas.
- (15) Easement to Texas Utilities Electric Company recorded in Volume 702, Page 174, Deed Records of Ward County, Texas.
- (16) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
- (17) Easement to Oncor Electric Delivery Company recorded in Volume 487, Page 126; Volume 861, Page 261; Volume 863, Page 544; Volume 863, Page 555; and Volume 879, Page 538, Deed Records of Ward County, Texas.
- (18) Lease and Easement to Gibson Energy Infrastructure, LLC recorded as Document Number 2018-5631, Official Records of Ward County, Texas.

TRACT SEVEN:

- ll. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- mm. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- nn. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

oo. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

pp. Easements or rights of way specifically affecting the Property, as follows:

- (1) Easement to State of Texas recorded in Volume 157, Page 525, Deed Records of Ward County, Texas.
- (2) Easement to Gulf Refining Company and Gulf Oil Corporation recorded in Volume 71, Page 483, Deed Records of Ward County, Texas.
- (3) Easement to Stanolind Oil Company recorded in Volume 75, Page 175, and Volume 75, Page 178, Deed Records of Ward County, Texas.
- (4) Easement to Gulf Oil Corporation recorded in Volume 157, Page 525, Deed Records of Ward County, Texas.
- (5) Easement to Gulf Refining Company recorded in Volume 114, Page 229, Deed Records of Ward County, Texas.
- (6) Easement to Pasotex Pipeline Company recorded in Volume 121, Page 93, Deed Records of Ward County, Texas.
- (7) Easement to Texas Electric Service Company recorded in Volume 138, Page 352, and Volume 487, Page 126, Deed Records of Ward County, Texas.
- (8) Easement to Comanche Pipeline Company recorded in Volume 169, Page 42, Deed Records of Ward County, Texas.
- (9) Easement to Cabot Carbon Company recorded in Volume 78, Page 403; Volume 125, Page 502; Volume 210, page 21; and Volume 563, Page 415, Deed Records of Ward County, Texas.
- (10) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
- (11) Easement to Oncor Electric Delivery Company recorded in Volume 968, Page 628; Volume 857, Page 505; Volume 861, Page 215; Volume 863, Page 544; Volume 879, Page 538; and Volume 968, Page 628, Deed Records of Ward County, Texas.
- (12) Lease and Easement to Gibson Energy Infrastructure, LLC recorded as Document Number 2018-5631, Official Records of Ward County, Texas.

TRACT EIGHT:

- qq. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- rr. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- ss. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

- tt. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- uu. Easements or rights of way specifically affecting the Property, as follows:
- (1) Easement to Wickett Refining Company recorded in Volume 48, Page 419, Deed Records of Ward County, Texas.
 - (2) Easement to State of Texas recorded in Volume 157, Page 525, Deed Records of Ward County, Texas.
 - (3) Easement to Gulf Refining Company and Gulf Oil Corporation recorded in Volume 71, Page 83, Deed Records of Ward County, Texas.
 - (4) Easement to Stanolind Oil Company recorded in Volume 75, Page 175, and Volume 75, Page 178, Deed Records of Ward County, Texas.
 - (5) Easement to Gulf Refining Company recorded in Volume 114, Page 229, Deed Records of Ward County, Texas.
 - (6) Easement to Pasotex Pipeline Company recorded in Volume 121, Page 93, Deed Records of Ward County, Texas.
 - (7) Easement to Texas Electric Service Company recorded in Volume 487, Page 126, Deed Records of Ward County, Texas;
 - (8) Easement to Gulf Oil Corporation recorded in Volume 157, Page 525, and Volume 411, Page 421, Deed Records of Ward County, Texas.
 - (9) Easement to Cabot Carbon Company recorded in Volume 78, Page 403; Volume 125, Page 502; Volume 128, Page 499; and Volume 210, Page 21, Deed Records of Ward County, Texas.
 - (10) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
 - (11) Easement to Midstream Combination Corporation recorded in Volume 648, Page 762; Volume 649, Page 772; Volume 649, Page 782; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
 - (12) Lease and Easement to Gibson Energy Infrastructure, LLC recorded as Document Number 2018-5631, Official Records of Ward County, Texas.

TRACT NINE:

- vv. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- ww. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- xx. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

yy. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

zz. Easements or rights of way specifically affecting the Property, as follows:

- (1) Easement to Wickett Refining Company recorded in Volume 48, page 419, Deed Records of Ward County, Texas.
- (2) Easement to State of Texas recorded in Volume 157, Page 525, Deed Records of Ward County, Texas.
- (3) Easement to Gulf Refining Company and Gulf Oil Corporation recorded in Volume 71, Page 83, Deed Records of Ward County, Texas.
- (4) Easement to Stanolind Oil Company recorded in Volume 75, Page 175, and Volume 75, Page 178, Deed Records of Ward County, Texas.
- (5) Easement to Gulf Refining Company recorded in Volume 114, Page 229, Deed Records of Ward County, Texas.
- (6) Easement to Gulf Oil Corporation recorded in Volume 157, Page 525, and Volume 411, Page 421, Deed Records of Ward County, Texas.
- (7) Easement to Texas Electric Service Company recorded in Volume 487, Page 126, Deed Records of Ward County, Texas.
- (8) Easement to Enron EOR Services Company recorded in Volume 565, Page 383, Deed Records of Ward County, Texas.
- (9) Easement to Texas Utilities Electric Company recorded in Volume 590, Page 215, Deed Records of Ward County, Texas.
- (10) Easement to TXU Electric Delivery Company recorded in Volume 702, Page 174, Deed Records of Ward County, Texas.
- (11) Easement to Midstream Combination Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 782; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
- (12) Easement to Plains Pipeline, LP recorded in Volume 922, Page 633, Official Records of Ward County, Texas.
- (13) Easement to Oncor Electric Delivery Company recorded in Volume 1029, Page 187, Deed Records of Ward County, Texas.
- (14) Easement to Gibson Energy Infrastructure, LLC recorded as Document Number 2018-5631, Official Records of Ward County, Texas.

TRACT TEN:

aaa. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

bbb. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.

ccc. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto."

Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

ddd. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

eee. Easements or rights of way specifically affecting the Property, as follows:

- (1) Easement to Wickett Refining Company recorded in Volume 48, Page 419, Deed Records of Ward County, Texas.
- (2) Easement to State of Texas recorded in Volume 157, Page 525, Deed Records of Ward County, Texas.
- (3) Easement to Gulf Refining Company and Gulf Oil Corporation recorded in Volume 71, Page 83, Deed Records of Ward County, Texas.
- (4) Easement to Gulf Refining Company in Volume 114, Page 229, Deed Records of Ward County, Texas.
- (5) Easement to Stanolind Oil Company recorded in Volume 75, page 175, and Volume 75, Page 178, Deed Records of Ward County, Texas.
- (6) Easement to Cabot Carbon Company recorded in Volume 210, Page 21, and Volume 210, Page 27, Deed Records of Ward County, Texas.
- (7) Easement to Gulf Oil Corporation recorded in Volume 157, Page 525, and Volume 411, Page 421, Deed Records of Ward County, Texas.
- (8) Easement to TXU Electric Delivery Company recorded in Volume 702, Page 174, Deed Records of Ward County, Texas.
- (9) Easement to Gibson Energy Infrastructure LLC recorded as Document Number 2018-5631, Official Records of Ward County, Texas;

TRACT ELEVEN:

fff. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

ggg. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.

hhh. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

- iii. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- jjj. Easements or rights of way specifically affecting the Property, as follows:
- (1) Easement to Gulf Refining Company in Volume 114, Page 229, Deed Records of Ward County, Texas.
 - (2) Easement to Cabot Carbon Company recorded in Volume 128, Page 499, Deed Records of Ward County, Texas.
 - (3) Easement to Warren Petroleum Company recorded in Volume 253, Page 292, Deed Records of Ward County, Texas.
 - (4) Easement to Texas Electric Service Company recorded in Volume 268, Page 491, Deed Records of Ward County, Texas.
 - (5) Easement to All American Pipeline Company recorded in Volume 509, Page 435, Deed Records of Ward County, Texas.
 - (6) Easement to Enron EOR Services Company recorded in Volume 565, Page 383, Deed Records of Ward County, Texas.
 - (7) Easement to Cabot Gas Supply Corporation recorded in Volume 568, Page 608, Deed Records of Ward County, Texas.
 - (8) Easement to Midstream Combination Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
 - (9) Easement to Reynosa Equity Exchange Inc. recorded in Volume 671, Page 765, and Volume 762, Page 213, Deed Records of Ward County, Texas.
 - (10) Easement to Plains Scurlock Permian, LP recorded in Volume 680, Page 50, Deed Records of Midland County, Texas.
 - (11) Easement to Targa Midstream Services recorded in Volume 790, Page 126, Deed Records of Ward County, Texas.

TRACT TWELVE:

- kkk. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- lll. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- mmm. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

nnn. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

ooo. Easements or rights of way specifically affecting the Property, as follows:

- (1) Easement to Gulf Refining Company in Volume 114, Page 229, Deed Records of Ward County, Texas.
- (2) Easement to Texas Electric Service Company recorded in Volume 125, Page 123, and Volume 268, Page 491, Deed Records of Ward County, Texas.
- (3) Easement to Warren Petroleum Company recorded in Volume 253, Page 292, Deed Records of Ward County, Texas.
- (4) Easement to Magnolia Pipe Line Company recorded in Volume 270, Page 370, Deed Records of Ward County, Texas.
- (5) Easement to All American Pipeline Company recorded in Volume 509, Page 435, Deed Records of Ward County, Texas.
- (6) Easement to Cabot Gas Supply Corporation recorded in Volume 568, Page 608, Deed Records of Ward County, Texas.
- (7) Easement to Midstream Combination Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
- (8) Easement to Reynosa Equity Exchange Inc. recorded in Volume 671, Page 765, and Volume 762, Page 213, Deed Records of Ward County, Texas.
- (9) Easement to Targa Midstream Services recorded in Volume 790, Page 126, Deed Records of Ward County, Texas.

TRACT THIRTEEN:

ppp. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773; Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

qqq. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

rrr. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

sss. Easements or rights of way specifically affecting the Property, as follows:

- (1) Easement to Gulf Refining Company in Volume 114, Page 229, Deed Records of Ward County, Texas.
- (2) Easement to Texas Electric Service Company recorded in Volume 125, Page 123, and Volume 268, Page 491, Deed Records of Ward County, Texas.
- (3) Easement to Warren Petroleum Company recorded in Volume 253, Page 292, Deed Records of Ward County, Texas.
- (4) Easement to Magnolia Pipe Line Company recorded in Volume 270, Page 370, Deed Records of Ward County, Texas.
- (5) Easement to All American Pipeline Company recorded in Volume 509, Page 435, Deed Records of Ward County, Texas.
- (6) Easement to Cabot Gas Supply Corporation recorded in Volume 568, Page 608, Deed Records of Ward County, Texas.
- (7) Easement to Midstream Combination Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
- (8) Easement to Reynosa Equity Exchange Inc. recorded in Volume 671, Page 765, and Volume 762, Page 213, Deed Records of Ward County, Texas.

TRACT FOURTEEN:

ttt. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

uuu. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

vvv. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

www. Easements or rights of way specifically affecting the Property, as follows:

- (1) Easement to Gulf Refining Company in Volume 114, Page 229, Deed Records of Ward County, Texas.
- (2) Easement to Texas Electric Service Company recorded in Volume 125, Page 123, and Volume 268, Page 491, Deed Records of Ward County, Texas.
- (3) Easement to Gulf Oil Corporation recorded in Volume 189, Page 179, Deed Records of Ward County, Texas.
- (4) Easement to Warren Petroleum Company recorded in Volume 332, Page 747, Deed Records of Ward County, Texas.
- (5) Easement to All American Pipeline Company recorded in Volume 509, Page 435, Deed Records of Ward County, Texas.

(6) Easement to Cabot Gas Supply Corporation recorded in Volume 568, Page 608, Deed Records of Ward County, Texas.

TRACT FIFTEEN:

xxx. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

yyy. Prior conveyance of surface tract to the State of Texas out of Section 77 and adjoining tracts pursuant to judgment recorded in Volume 281, Page 53, Deed Records of Ward County, Texas, and the rights of the owners thereof.

zzz. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

aaaa. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

bbbb. Easements or rights of way specifically affecting the Property, as follows:

- (1) Easement to Gulf Refining Company in Volume 113, Page 300, and Volume 114, Page 229, Deed Records of Ward County, Texas.
- (2) Easement to Texas Electric Service Company recorded in Volume 40; Page 391, Volume 176, Page 265; Volume 268, Page 489; Volume 326, Page 424; and Volume 362, Page 193, Deed Records of Ward County, Texas.
- (3) Easement to American Telephone & Telegraph Company recorded in Volume 47, Page 604, and Volume 47, Page 353, Deed Records of Ward County, Texas.
- (4) Easement to Texas-NM Pipeline Company recorded in Volume 77, Page 207, Deed Records of Ward County, Texas.
- (5) Easement to Gulf Oil Corporation recorded in Volume 189, Page 407, Deed Records of Ward County, Texas.
- (6) Easement to Southern Union Gas Company recorded in Volume 126, Page 361, Volume 145, Page 349, and Volume 272, Page 202, Deed Records of Ward County, Texas.
- (7) Easement to Pan American Pipeline Company recorded in Volume 509, Page 435, Deed Records of Ward County, Texas.
- (8) Easement to Cabot Gas Supply Corporation recorded in Volume 568, Page 608, Deed Records of Ward County, Texas.
- (9) Easement to Ward County, Texas recorded in Volume 245, Page 50, Deed Records of Ward County, Texas.
- (10) Easement to State of Texas recorded in Volume 58, Page 523, Deed Records of Ward County, Texas.

TRACT SIXTEEN:

- cccc. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- dddd. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- eeee. Prior conveyance of surface tract to the State of Texas out of Section 77 and adjoining tracts pursuant to judgment recorded in Volume 281, Page 53, Deed Records of Ward County, Texas, and the rights of the owners thereof.
- ffff. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- gggg. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- hhhh. Easements or rights of way specifically affecting the Property, as follows:
- (1) Easement to Texas Electric Service Company recorded in Volume 40, Page 391; Volume 123, Page 65; Volume 125, Page 123; Volume 260, Page 219; Volume 363, Page 612; and Volume 435, Page 58, Deed Records of Ward County, Texas.
 - (2) Easement to American Telephone & Telegraph Company recorded in Volume 47, Page 609, and Volume 49, Page 353, Deed Records of Ward County, Texas.
 - (3) Easement to State of Texas recorded in Volume 58 Page 523, and Volume 293, Page 287, Deed Records of Ward County, Texas.
 - (4) Easement to Gulf Refining Company in Volume 113, Page 300, and Volume 114, Page 229, Deed Records of Ward County, Texas.
 - (5) Easement to Gulf Refining Company and Gulf Oil Company recorded in Volume 71, Page 82, Deed Records of Ward County, Texas.
 - (6) Easement to Texas-NM Pipeline Company recorded in Volume 77, Page 207, Deed Records of Ward County, Texas.
 - (7) Easement to Gulf Oil Corporation recorded in Volume 189, Page 179, Deed Records of Ward County, Texas.
 - (8) Easement to Southern Union Gas Company recorded in Volume 126, Page 361, Volume 310, Page 143, and Volume 310, Page 144, Deed Records of Ward County, Texas.
 - (9) Easement to TXU Electric Delivery Company recorded in Volume 590, Page 215, Deed Records of Ward County, Texas.
 - (10) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
 - (11) Easement to Midstream Combination Corporation recorded in Volume 649, Page 762; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County,

Texas.

(12) Easement to Reynosa Equity Exchange Inc. recorded in Volume 671, page 765, and Volume 762, Page 213, Deed Records of Ward County, Texas.

TRACT SEVENTEEN:

iiii. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

jjjj. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.

kkkk. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

llll. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

mmmm. Easements or rights of way specifically affecting the Property, as follows:

(1) Easement to Texas-NM Pipeline Company recorded in Volume 77, Page 207, Deed Records of Ward County, Texas.

(2) Easement to Gulf Refining Company in Volume 114, Page 229, Deed Records of Ward County, Texas.

(3) Easement to Comanche Pipeline Company recorded in Volume 169 Page 42, Deed Records of Ward County, Texas.

(4) Easement to Cabot Corporation recorded in Volume 240, Page 196, Deed Records of Ward County, Texas.

(5) Easement to Warren Petroleum Corporation recorded in Volume 253, Page 292, and Volume 332, Page 747, Deed Records of Ward County, Texas.

(6) Easement to Midstream Combination Corporation recorded in Volume 649, Page 762; Volume 649, Page 72; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.

(7) Easement to Reynosa Equity Exchange, Inc. recorded in Volume 671, Page 765, and Volume 762, Page 213, Deed Records of Ward County, Texas.

(8) Easement to Targa Midstream Services LLC recorded in Volume 1035, Page 177, Deed Records of Ward County, Texas.

TRACT EIGHTEEN:

- nnnn. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.
- oooo. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- pppp. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- qqqq. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- rrrr. Easements or rights of way specifically affecting the Property, as follows:
- (1) Easement to Texas-NM Pipeline Company recorded in Volume 77, Page 207, Deed Records of Ward County, Texas.
 - (2) Easement to Gulf Refining Company in Volume 114, Page 229, Deed Records of Ward County, Texas.
 - (3) Easement to Cabot Corporation recorded in Volume 240 Page 196, Deed Records of Ward County, Texas.
 - (4) Easement to Warren Petroleum Corporation recorded in Volume 253, Page 292, Deed Records of Ward County, Texas.
 - (5) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
 - (6) Easement to Midstream Combination Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 782; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
 - (7) Easement to Reynosa Equity Exchange, Inc. recorded in Volume 671, Page 765, and Volume 762, Page 213, Deed Records of Ward County, Texas.
 - (8) Easement to Warren Energy Resources recorded in Volume 669, Page 287, Deed Records of Ward County, Texas.
 - (9) Easement to Targa Midstream Services recorded in Volume 790, Page 126, Deed Records of Ward County, Texas.

TRACT NINETEEN:

- ssss. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

tttt. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.

uuuu. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

vvvv. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

www. Easements or rights of way specifically affecting the Property, as follows:

- (1) Easement to Texas-NM Pipeline Company recorded in Volume 77, Page 207, Deed Records of Ward County, Texas.
- (2) Easement to Gulf Refining Company in Volume 114, Page 229, Deed Records of Ward County, Texas.
- (3) Easement to Pasotex Pipeline Company recorded in Volume 121, Page 89, Deed Records of Ward County, Texas.
- (4) Easement to Cabot Carbon Company recorded in Volume 128, Page 499, Deed Records of Ward County, Texas.
- (5) Easement to Enron EOR Services Company recorded in Volume 565, Page 383, Deed Records of Ward County, Texas.
- (6) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
- (7) Easement to TXU Electric Delivery Company recorded in Volume 590, Page 215, Deed Records of Ward County, Texas.
- (8) Easement to Midstream Combination Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 792; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
- (9) Easement to Targa Midstream Services recorded in Volume 790, Page 126, Deed Records of Ward County, Texas.
- (10) Easement to Plains Pipeline, LP recorded in Volume 796, Page 318, Deed Records of Ward County, Texas.

TRACT TWENTY:

xxxx. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

yyyy. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.

zzzz. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

aaaaa. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.

bbbbb. Easements or rights of way specifically affecting the Property, as follows:

- (1) Easement to Texas-NM Pipeline Company recorded in Volume 77, Page 207, Deed Records of Ward County, Texas.
- (2) Easement to Gulf Refining Company in Volume 114, Page 229, Deed Records of Ward County, Texas.
- (3) Easement to Pasotex Pipeline Company recorded in Volume 121, Page 89, Deed Records of Ward County, Texas.
- (4) Easement to Cabot Carbon Company recorded in Volume 128, Page 499, Deed Records of Ward County, Texas.
- (5) Easement to Cabot Corporation recorded in Volume 301, Page 604, Deed Records of Ward County, Texas.
- (6) Easement to Enron EOR Services Company recorded in Volume 565, Page 383, Deed Records of Ward County, Texas.
- (7) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
- (8) Easement to TXU Electric Delivery Company recorded in Volume 590, Page 215, Deed Records of Ward County, Texas.
- (9) Easement to Midstream Combination Corporation recorded in Volume 649, Page 762; Volume 649, Page 772; Volume 649, Page 792; Volume 649, Page 802; Volume 649, Page 822; and Volume 649, Page 832, Deed Records of Ward County, Texas.
- (10) Easement to Targa Midstream Services recorded in Volume 790, Page 126, Deed Records of Ward County, Texas.
- (11) Easement to Plains Pipeline, LP recorded in Volume 796, Page 318, Deed Records of Ward County, Texas.

TRACT TWENTY-ONE:

ccccc. Prior reservation or conveyance of all oil, gas and other minerals by Assignment, Bill of Sale and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772; and Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

ddddd. In affidavits recorded in Volume 545, Page 726, and Volume 629, Page 202, Deed Records of Ward County, Texas, the affiant states that a solid waste disposal site was maintained on the NW/4NW/4 of Section 20, Block F. In the second affidavit the town of Wickett claims to own the NW/4NW/4 Section 20, Block F, although there is no conveyance to the town of record. This commitment does not cover NW/4NW/4 Section 20 due to the claim of the Town of Wickett.

- eeee. Boundary Line Agreement concerning Sections 20 and 21, Block F. G & MMB & A Survey, Ward County, Texas recorded in Volume 126, Page 322, Deed Records of Ward County, Texas.
- ffff. Unrecorded Surface Use Agreement dated April 19, 2005, amended July 10, 2014, between heirs of G. W. O'Brien and Celero Energy, LP, mentioned in the Assignment, Bill of Sale, and Conveyance recorded as Document Number 2018-5632, Official Records of Ward County, Texas.
- gggg. Memorandum of Surface Use Agreement and Easement recorded as Document Number 2018-3774, Official Records of Ward County, Texas.
- hhhh. The Assignment, Bill of Sale, and Conveyance dated May 18, 2018, recorded as Document Number 2018-3772, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells, that are not specifically listed on Exhibit A hereto." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- iiii. The Special Warranty Deed dated May 18, 2018, recorded as Document Number 2018-3773, Official Records of Ward County, Texas, excludes from the conveyance of the surface tracts "All oil and gas wells, carbon dioxide wells and other well bores, whether abandoned, not abandoned, plugged or unplugged, together with all other hydrocarbon wells and all injection (including CO2 injection), fresh water and produced water injection and disposal wells." Certain of those wells would ordinarily be included in the definition of the surface of real property but have been specifically excluded in this conveyance.
- jjjj. Easements or rights of way specifically affecting the Property, as follows:
- (1) Easement to Texas Electric Service Company recorded in Volume 125, Page 627; Volume 126, Page 98; Volume 179, Page 482; Volume 367, Page 143; Volume 476, Page 695; and Volume 435, Page 58, Deed Records of Ward County, Texas.
 - (2) Easement to American Telephone & Telegraph Company recorded in Volume 33, Page 160, Deed Records of Ward County, Texas.
 - (3) Easement to State of Texas recorded in Volume 134, Page 327, Deed Records of Ward County, Texas.
 - (4) Easement to Gulf Refining Company in Volume 291, Page 299, Deed Records of Ward County, Texas.
 - (5) Easement to Southern Pipeline Company recorded in Volume 34, Page 614, Deed Records of Ward County, Texas.
 - (6) Easement to Stanolind Oil & Gas Company recorded in Volume 56, Page 323, Deed Records of Ward County, Texas.
 - (7) Easement to Humble Oil & Refining Company recorded in Volume 76, Page 186, Deed Records of Ward County, Texas.
 - (8) Easement to Southern Union Gas Company recorded in Volume 964, Page 582, Deed Records of Ward County, Texas.
 - (9) Easement to TXU Electric Company recorded in Volume 700, Page 174, Deed Records of Ward County, Texas.
 - (10) Easement to Chevron Pipeline Company recorded in Volume 598, Page 239, Deed Records of Ward County, Texas.
 - (11) Easement to Midstream Combination Corporation recorded in Volume 649, Page 822, and Volume 649, Page 832, Deed Records of Ward County, Texas.
 - (12) Easement to Pasotex Pipeline Company recorded in Volume 121, Page 100, Deed Records of Ward County, Texas.
 - (13) Easement to Cabot Carbon Company recorded in Volume 125, Page 500, and Volume 129, Page 187, Deed Records of Ward County, Texas.
 - (14) Easement to Texaco, Inc. recorded in Volume 430, Page 142, Deed Records of Ward County,

Texas.

(15) Easement to Texas Electric Delivery Company recorded in Volume 549, Page 152, Deed Records of Ward County, Texas.

(16) Easement to Chevron USA, Inc. recorded in Volume 551, Page 267, Deed Records of Ward County, Texas.

(17) Easement to Targa Permian LP recorded in Volume 843, Page 354, and Volume 843, Page 358, Deed Records of Ward County, Texas.

(18) Easement to Oncor Electric Delivery Company recorded in Volume 858, Page 725; Volume 923, Page 798; Volume 948, Page 758; Volume 1062, Page 654; Volume 1062, Page 661; and Volume 1093, Page 569, Deed Records of Ward County, Texas.

(19) Easement to Targa Midstream Services, LLC recorded as Document Number 2018-3084, Official Records of Ward County, Texas.

(20) Easement to Gibson Energy Infrastructure, LLC recorded as Document Number 2018-5631, Official Records of Ward County, Texas.

(21) Easement Encroachment Agreement between Oncor Electric Delivery Company and Whiting Oil & Gas Company recorded in Volume 840, Page 467, Deed Records of Ward County, Texas.

ALL TRACTS

kkkkk. 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.

lllll. Any and all leases, recorded and unrecorded, and rights of parties therein.

mmmmm. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

nnnnn. Rights of parties in possession. (OTP Only)

ooooo. "Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY).

ppppp. Unless all of the land is properly assessed and all the taxes (including roll-back taxes) and assessments paid thereon, the Policy when issued will contain the following exception: "Retroactive assessments for taxes against the land, and all interest and penalties which may accrue."

qqqqq. The Company has no liability under this commitment until an endorsement is issued stating the names of the proposed Insured. Once the proper names are provided, the Company reserves the right to make additional requirements and/or exceptions.

rrrrr. The Company has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy.

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. **The Company requires a copy of the Limited Liability Company agreement of Green Mountain Exploration, LLC, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. The Company requires satisfactory evidence that said company is registered with the Secretary of State and is in good standing. The Company requires the joinder of all managers and evidence of the consent of all of the members, if required by the regulations of the limited liability company, to the closing of this transaction, where appropriate.**
6. **Any unpaid ad valorem taxes for calendar year 2018, now due, must be fully paid (including interest, fees, and costs) and any lien filed of record released.**
7. **This commitment has been prepared in advance of an auction of the Property. The Property will be divided into multiple tracts at the auction. No price is not contemplated and the Company has no liability under this commitment as a result. Individual commitments will be issued for the various Auction tracts, once the auction is completed and purchase prices and tract combinations are known.**
8. **The Company will require a survey of each tract to be insured in order to determine that there is access from a public road to the tract to be insured. In the absence of such survey, the Company will not insure access to the tract in question.**
9. **The Company will require a survey, acceptable to the Company, that has an adequate legal description of each tract to be insured.**
10. **Certain aspects of Endorsement Form T-17 and Endorsement Form T-19 require that I examine a survey of the property and the improvements thereon. We have not yet examined such a survey. If these endorsements are required, we may make additional requirements for the issuance of Endorsement T-17 or T-19 or require deletion of portions of those endorsements, after we examine such a survey.**

11. Because the minerals have been previously severed (in whole or in part) from the surface of the Property and there is no agreement or other limitation on the rights of the mineral owner(s) to use the surface of the Property for exploration, development or production, underwriter guidelines require us to delete Paragraph 4(d) of the T-19 Endorsement unless underwriter approval is obtained.
12. Requirement: Have the purchaser sign a Waiver of Inspection.
13. Requirement: Have the seller sign an Indemnity and Affidavit as to Debts and Liens.
14. The Company will amend item 2 on Schedule B (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner policy; and (iv), the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule B as deemed necessary by the Company following its review of the survey.
15. Upon payment of all taxes due and payment of applicable premium, Item 5 on Schedule "B" of the Mortgagee Title Policy will be modified to read as follows: "Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years, 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 year."
16. If the Company is satisfied that all standby fees, taxes and assessments by any taxing authority for the year of issuance are not yet due and payable, and upon payment of the additional premium, the following may be added after the standard tax exception on a Mortgagee's Title Policy: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2019 are not yet due and payable."
17. Note: The policy of title insurance to be issued under this commitment for title insurance provides for arbitration, which is a common form of alternative dispute resolution. The rules of the State Board of Insurance allow you to request that such provision be deleted from the policy at no additional charge to you. Unless you notify us prior to settlement that you wish to have the arbitration provision deleted it will be in the policy which we issue to you.
18. New underwriting requirements require that any power of attorney used in a closing meet certain standards regarding the person who is to act as agent and attorney in fact. These standards vary depending on the type of financing to be used particularly in residential property transactions. PLEASE SUBMIT THE ORIGINAL POWER OF ATTORNEY TO BE USED AS FAR IN ADVANCE AS POSSIBLE, BUT AT LEAST 48 HOURS IN ADVANCE, OF THE SCHEDULED CLOSING DATE. A delay in submitting the power of attorney for review may delay funding of the closing while lenders and underwriters are consulted.
19. Note: to all Buyers, Sellers, Borrowers, Lenders and all parties interested in the transaction covered by this commitment. The following constitutes a major change in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective September 26, 1988 the State Board of Insurance (k/n/a Texas Department of Insurance) adopted Procedural Rule P-27 (as amended) which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust (escrow) fund account.

"Good Funds" mean:

- i. Cash or wire transfers
- ii. Cashier's check. For purposes of this Rule, a cashier's check is defined to mean a check that is (1) drawn on a financial institution; (2) signed by an officer or employee of the financial institution on behalf of the financial institution as drawer; (3) a direct obligation of the financial institution; and (4) provided to a customer of the financial institution or acquired from the financial institution for remittance purposes.
- iii. Certified check. For purposes of this Rule, a certified check is defined to mean a check with respect to

which the drawee financial institution certifies by signature on the check of an officer or other authorized employee of the financial institution that : (1) the signature of the drawer on the check is genuine; (2) the financial institution has set aside funds that are equal to the amount of the check and will be used to pay the check; or (3) the financial institution will pay the check upon presentment.

iv. Teller's check. For purposes of this Rule, a teller's check is defined to mean a check (1) provided to a customer of a financial institution or acquired from a financial institution for remittance purposes, (2) that is drawn by the financial institution, and (3) is drawn on another financial institution or payable through or at a financial institution.

v. Any other instrument that has been determined by the Board of Governors of the Federal Reserve System to be the functional equivalent of a cashier's, certified or teller's check.

vi. Uncertified funds in the amounts less than \$1,500, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500 limitation;

vii. Uncertified funds in amounts of \$1,500 or more, drafts and any other items when collected by the financial institution;

viii. State of Texas Warrants;

ix. United States Treasury Checks.

x. Checks drawn on an insured financial institution and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement (Form T-37) or a fully executed Immediately Available Funds Procedure Agreement (Agent Designation for Federally-insured Lender) (Form T-37A) with such financial institution.


xi. Checks by city and county governments located in the State of Texas.

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 \$2,000,000.00, 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 T-1 AND T-2 POLICIES ONLY)

Countersigned

Permian Abstract Company

By


Authorized Signature

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 1908051-JO

Effective Date: August 29, 2019, 07:00 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

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2018:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer;; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer;; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President - Direct Operations; Steven M. Lessack, Group President - International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer;; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Regional Underwriting Counsel.

2. As to PERMIAN ABSTRACT COMPANY (Title Insurance Agent), the following disclosures are made:
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: **HARRIS E. KERR**

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: **HARRIS E. KERR**

The following persons are officers and directors of the Title Insurance Agent:

HARRIS E. KERR - President, VICKI L. KERR - Secretary/Treasurer, STACEY L. MOORE - Vice 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>
---------------	----------------	---------------------

" *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

STEWART TITLE GUARANTY COMPANY

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate			
1 \$0.00	2	3 4	4 475	5	6	7	8



IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE
TELEPHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 475-1771

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 475-1771

stewart[®]
→ title guaranty company
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 titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

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 1-800-729-1902 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 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.



PERMIAN ABSTRACT **COMPANY**

*Harris E. Kerr, Attorney
President*

PRIVACY POLICY NOTICE

PURPOSE OF THIS 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 Permian Abstract 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 our affiliates or 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 marketing 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 nonpublic 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 nonpublic personal information.

Affiliated Business Arrangements Disclosure Statement

In accordance with state regulations and Regulation X (24 CFR 3500), Permian Abstract Company ("We" or "Us") is issuing this disclosure. We are affiliated with an attorney that provides settlement services incidental to the closing of title insurance transactions. We believe that the use of this affiliated service provides sellers, buyers, and borrowers with better service at a reasonable price.

Harris E. Kerr, Attorney at Law, may provide legal documents for transactions that We close. Harris E. Kerr owns Permian Abstract Company. Because of this relationship, this referral may provide financial or other benefits. Mr. Kerr's charge for services is intended to provide fair compensation for the representation by Harris E. Kerr, taking into consideration the time and labor required, the complexities of the questions involved, the skill required to perform such services, Harris E. Kerr's expertise in real estate law, the necessary overhead associated with the rendering of these legal services, and the risk in the rendering of said services.

You are NOT required to use Mr. Kerr as your attorney, or documents he prepares, as a condition for closing your transaction with Us.

Mr. Kerr provides opinions regarding real estate tax information to allow Us to insure that all real property taxes are paid up to the time of closing. Because of this relationship, this referral may provide financial or other benefits.

You are NOT required to use Mr. Kerr for ad valorem tax opinions as a condition for closing your transaction with Us.