

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

First American Title Insurance Company

Commitment Date: September 21, 2009 at 8:00 a.m. .

GF No. GF100905

Commitment No. , issued October 14, 2009

1. The policy or policies to be issued are:

- (a) **OWNERS POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)
Policy Amount \$
Proposed Insured:

- (b) **TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE**
--One-to-Four Family Residences (Form T-1R)
Policy Amount \$TO BE DETERMINED
Proposed Insured: TO BE DETERMINED

- ©.) **MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)**
Policy Amount \$
Proposed Insured:
Proposed Borrower:

- (d) **TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE**
(Form T-2R)
Policy Amount \$
Proposed Insured
Proposed Borrower:

- (e) **MORTGAGEE TITLE POLICY ON INTERIM CONSTRUCTION LOAN (Form T-13)**
Binder Amount: \$
Proposed Insured:
Proposed Borrower:

- (e) **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:
ESTATE OF TRAVIS J. WEEMS, deceased and GINA WEEMS

4. Legal Description of Land:
Lots Nos. SIXTY-FOUR (64) and SIXTY-FIVE (65), COPANO VILLAGE SUBDIVISION, Aransas County, Texas, according to the plat thereof recorded in Volume 1, Page 72, Plat Records, Aransas County, Texas.

Rockport Abstract & Title Co.

First American Title Insurance Company

Commitment for Title Insurance - Schedule A

Commitment No.

File No. GF100905

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 date or delete this exception):** This exception is deleted.
2. **Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or protrusions, or any overlapping of improvements.**
3. **Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to Owner Policy Only)**
4. **Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments, or other entities,**
 - a. **to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or**
 - b. **to lands beyond the line of 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 right of access to that area or easement along and across that area.****(Applies to Owner Policy only)**
5. **Standby fees, taxes and assessments by any taxing authority for the year 2009 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. Not yet due and payable. (MTP additional premium)**
6. **The terms and conditions of the documents creating your interest in the land**
7. **Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence 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 Mortgagee Policy only.)**
9. **The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.**

(See Continuation)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - CONTINUATION

GF100905

Commitment No.

- a. Resolution regulating private sewage facilities in Aransas County of record in Volume 15, Page 235 et seq., Commissioner's Court Records, Aransas County, Texas and Resolution with reference to subdivision plats amended by commissioner's Court in Volume 17, Page 444, Commissioner's Court Records, Aransas County, Texas. Reference to subdivisions in Volume 22, Page 116-121 Commissioner's Court Records and Clerk's File No 286500, Official Public Records, Aransas County, Texas.
- b. If the property is located within the city limits of Rockport, Texas it is subject to the Home Rule Charter recorded under Clerk's File No. 265258, Official Public Records, Aransas County, Texas.
- c. All oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with rights appurtenant thereto.
- d. Subdivision plat of record in Volume 1, Page 72, Plat Records, Aransas County, Texas, and easements shown thereon.
- e. Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority, or by the public generally in or to any portion of the property herein described affected by the ebb and flow of the tide. Any titles or rights asserted by anyone including but not limited to, persons, corporations, governments or other entities to tidelands, or wetland as defined or claimed by any government agency or entity, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to riparian or littoral rights, or the rights of interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or right of easement along and across the same.
- f. Easement from F. G. Huffman et ux to the Atlantic Refining Co. of record in Volume E-3, Page 309, Deed Records, Aransas County, Texas.
- g. Right of Way from F. G. Huffman to Atlantic Refining in Volume Y-2, Page 207 and amendment in Volume F-3, Page 454, Deed Records, Aransas County, Texas.
- h. Right of Way from Diversa, Inc. to Coastal Transmission Corp. of record in Volume G-4, Page 468, Deed Records, Aransas County, Texas.
- i. Easement from Joel Meador to C. P. & L. of record in Volume 282, Page 183, Deed Records, Aransas County, Texas.
- j. Assignment of easements from Florida Gas Trans. Co. of record under Clerk's File No. 214091, Official Public Records, Aransas County, Texas.
- k. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants, we are simply providing a true copy of the recorded document and do not publish, state, or imply such personal restrictions or covenants are enforceable.

Your Policy will not cover loss, costs, attorney 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:**
 - **no person occupying the land claims any interest in that land against the persons names in paragraph 3 of Schedule A,**
 - **all standby fees, taxes, assessments and charges against the property have been paid,**
 - **all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,**
 - **there is legal right of access to and from the land,**
 - **(on a Mortgagee 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. Seller and Buyer must bring a form of government identification to closing. If closing is not done in this office you will be required to return a copy of same with your closing papers
6. Funds at closing must be in the form of a Cashier's or Certified Check or wire transfer.
7. Funding cannot occur until title company is in a position to down-date the title search prior to recording the lien instrument creating the lien to be insured hereunder or the Warranty Deed conveying title to proposed insured.
8. Any claim based upon the Servicemembers Civil Relief Act, 50 USCS Appx S 501et seq., which restricts foreclosure, forfeiture, and other legal proceedings based upon military service in the uniformed services of the United States.
9. The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, please request a form 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. This does not apply to the Texas Residential Owners Policy.
10. Vendor's Lien retained in Deed executed by DALE H. CARMAN and SANDRA KAY CARMAN to TRAVIS J. WEEMS and GINA WEEMS, recorded under Clerk's File No. 283881, Official Public Records, Aransas County, Texas, securing payment of one note of even date therewith in the principal sum of \$974,925.00, payable to Wells Fargo Bank, N.A., and being additionally secured by a Deed of Trust of even date to Allan B. Polunsky, Trustee, recorded June 26, 2006 under Clerk's File No 283882, Official Public Records, Aransas County, Texas, all as therein provided. This note to be paid and the lien released.

Rockport Abstract & Title Co.

By: _____
Authorized countersignature
Jackie Bauer, Escrow Officer

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 non-affiliated 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 Rockport Abstract & Title Company, Inc.

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 non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated 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 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.