

*Cover page for:*

# **Preliminary Title Insurance Schedules**

*Prepared by:*

**Dalhart Abstract Company, LP**

---

**(Hartley County and Moore County, Texas)**

---

*For auction conducted on December 14, 2016 by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Wilder Farms, Inc. and/or Wilder Corporation**

**Dalhart Abstract Company, LP  
501 Denrock  
Dalhart, Texas 79022  
Phone (806)244-4962**

**Representing:**

**Fidelity National Title Insurance Company**

**Commitment**

1. GF/File Number: **16-301**

2. Policy Number:

3. Property Type: **30 Land**

4. County : **Hartley and Moore**

5. Policy Amount: \$ **To be Determined**

**\$ To be Determined**

6. Premium : **(SEE SCHEDULE "D" & INVOICE FOR ALL CHARGES)**

7. Rate Rules : **1200**

**3210 0700 0710**

8. Effective Date: **August 14, 2016 @ 5:00 PM**

**Fidelity National Title Insurance Company**  
**SCHEDULE A**

Effective Date: **August 14, 2016 @ 5:00 PM**

GF No.: **16-301**

Commitment No.: **01PJP082316**, issued **August 22, 2016** at **3:46 PM**

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: \$ **To be Determined**  
PROPOSED INSURED: **To be Determined**

- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE  
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$  
PROPOSED INSURED:

- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$ **To be Determined**  
PROPOSED INSURED: **To be Determined**  
Proposed Borrower: **To be Determined**

- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:

- (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- (f) OTHER

Policy Amount: \$  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **FEE SIMPLE**

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

4.

**Tract 1: Wilder Farms, Inc.**

**Tract 2: Wilder Corporation**

4. Legal description of land:

**SEE EXHIBIT A ATTACHED HERETO**

**Fidelity National Title Insurance Company****EXHIBIT A****LEGAL DESCRIPTION**

GF No.: 16-301

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **Hartley and Moore**, STATE OF TEXAS AND IS DESCRIBED AS FOLLOWS:

**Tract 1:**

Sections 335, 334, 333, 337, 338, 339, 340, 377, 376, and 375 Block 44, H. & T. C. Ry. Co. Survey, Hartley County, Texas.

Section 341 and 374, Block 44, H. & T. C. Ry. Co. Survey, Hartley and Moore County, Texas.

Section 373, Block 44, H. & T. C. Ry. Co. Survey, Moore County, Texas.

82.61 feet by 100 feet rectangular tract out of and adjoining the north line of Section 297, Block 44, H. & T. C. Ry. Co. Survey, Hartley County, Texas, said tract contains an existing irrigation well and is described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod and cap stamped "GALLEGLY RPLS-2241" located for a 25 feet east offset to the northwest corner of Section 297, Block 44, H&TC survey;

Same as from whence a point in County Road 49 (C.R. 49) for the northwest corner of Section 297, same being the common corner of sections 296, 297, 334, and 335, bears S 89d 57' 42" W a distance of 25.00 feet.

Same point and common corner of sections 296, 297, 334, and 335 from whence a 1/2" iron rod and cap stamped "GALLEGLY RPLS-2241" located and held for the common corner of sections 292, 293, 296, and 297 bears S 00d 13' 58" W a distance of 5,275.57 feet.

Same point and common corner of sections 296, 297, 334, and 335 from whence a 1/2" iron rod located and held for the common corner of sections 297, 298, 333, and 334 bears N 89d 57' 42" E a distance of 5,265.90 feet.

THENCE N 89d 57' 42" E with the north line of Section 297, same being the south line of Section 334, a distance of 2,610.17 feet to a 1/2" iron rod and cap stamped "MCDANIEL RPLS-6423" (herein and throughout to be abbreviated as 1/2" I.R.&C. #6423) set for the northwest corner and POINT OF BEGINNING of this rectangular tract;

THENCE N 89d 57' 42" E with the north line of Section 297 a distance of 100.00 feet to a 1/2" I.R.&C. #6423 set for the northeast corner of this tract;

THENCE S 00d 02' 18" E perpendicular to the north line of Section 297 a distance of 82.61 feet to a 1/2" I.R.&C. #6423 set for the southeast corner of this tract;

THENCE S 89d 57' 42" W parallel with the north line of Section 297 a distance of 100.00 feet to a 1/2" I.R.&C. #6423 set for the southwest corner of this tract;

THENCE N 00d 02' 18" W perpendicular to the north line of Section 297 a distance of 82.61 feet to the POINT OF BEGINNING.

The tract described herein encompasses a total of 0.20 acres around an existing well adjoining the common line of section 297 and 334.

**The Company does not represent that the acreage or square footage calculations are correct.**

Section 382 and the East one-half of Section 381, Block 44, H. & T. C. Ry. Co. Survey, Hartley County, Texas.

Sections 418 and 423, Block 44, H. & T. C. Ry. Co. Survey, Hartley County, Texas.

**Tract 2:**

Sections 378, 380 and the West one-half of Section 381, Block 44, H. & T. C. Ry. Co. Survey, Hartley County, Texas.

Countersigned:  
Dalhart Abstract Company, LP  
Agent

---

Authorized Signature

## Fidelity National Title Insurance Company

### SCHEDULE B

#### EXCEPTIONS FROM COVERAGE

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

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

**THIS EXCEPTION IS DELETED IN ITS ENTIRETY.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner 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 Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2016**, 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 Mortgagee 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 **2016** and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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.):

**All Tracts:**

- a. Any portion of the property herein described which falls within the boundaries of any road, street or driveway.
- b. Visible or apparent easements on or across the property herein described, the existence of which does not appear of record.
- c. Rules and regulations of the North Plains Ground Water Conservation District No. 2.
- d. Rights of Parties in Possession. (Owner's Only)
- e. Rights of tenants under unrecorded leases and rental agreements, without right or option to purchase.
- f. 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 the Company, this exception will be deleted. Company reserves the right to add additional

exceptions per its examination of said survey.)

- g. The ownership of easements set out herein have not been checked subsequent to the date of such conveyance.
- h. 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.

**Tract 1:**

- i. Right Of Way and Easement for pipeline purposes affecting a strip of land 40' wide across Section 297, as shown in document recorded in Volume 106, Page 175, Deed Records, Hartley County, Texas.
- j. Right Of Way and Easement to Hartley County affecting a metes and bounds strip of land in Section 337, as shown in document recorded in Volume 84, Page 231, Deed Records, Hartley County, Texas.
- k. Right Of Way Agreement for pipeline purposes affecting a metes and bounds strip of land out Section 337 (and other Sections), as shown in document recorded in Volume 7, Page 246, Official Real Property Records, Hartley County, Texas. Said Easement assigned in Volume 53, Page 238, Official Real Property Records, Hartley County, Texas.
- l. Right-of-Way Easement from County of Hartley to Chain C Cattle Company for a water line easement crossing County Road 49 between Sections 376 and 377, recorded in Volume 62, Page 276, Official Real Property Records, Hartley County, Texas.
- m. Right of way easement held by Verdie L. Beauchamp et al, dated May 25, 1961, recorded in Volume 244, Page 284, Deed Records, Moore County, Texas. (Section 373)
- n. Right of way easement held by County of Moore, State of Texas, dated June 13, 1991, recorded in Volume 410, Page 925, Official Public Records of Real Property, Moore County, Texas. (Section 373)
- o. Reservation of all mineral interests owned by the Louise Johnson Thomas Trust No. 2, as shown in that deed recorded in Volume 117, Page 742, Deed Records, Hartley County, Texas, concerning Sections 295, 296, 297, 333, 334, 335, 336, 337, 338, 339, 340, 375, 376 and 377, Block 44, Hartley County; Section 373, Block 44, Moore County; and Sections 341, 374 and 383, Block 44, Hartley and Moore County, Texas. Said interest conveyed to Louise Johnson Thomas in deed recorded in Volume 117, Page 805, Deed Records, Hartley County, Texas, and transferred to Monarch Trust Company in Deed of Gift recorded in Volume 117, Page 807, Deed Records, Hartley County, Texas.
- p. Reservation of all mineral interests owned by the Cornelia Johnson Slemp Trust No. 2, as shown in that deed recorded in Volume 117, Page 745, Deed Records, Hartley County, Texas, concerning Sections 295, 296, 297, 333, 334, 335, 336, 337, 338, 339, 340, 375, 376 and 377, Block 44, Hartley County; Section 373, Block 44, Moore County; and Sections 341, 374 and 383, Block 44, Hartley and Moore County, Texas. Said interest conveyed to Cornelia Johnson Slemp in deed recorded in Volume 118, Page 62, Deed Records, Hartley County, Texas, and transferred to Monarch Trust Company in Deed of Gift recorded in Volume 118, Page 64, Deed Records, Hartley County, Texas.
- q. Distribution Mineral Deed conveying an undivided interest in and to all of the oil, gas and other minerals in and under Sections 295, 296 and 297, 333, 334, 335, 336, 337, 338, 339, 340, 341, 373, 374, 375, 376, 377 and 383, Block 44, Hartley and Moore Counties, Texas to Cornelia Jane Slemp Burgess, recorded in Volume 137, Page 433, Official Public Records, Hartley County, Texas.
- r. Mineral Deed conveying a 1/3 interest in and to all of the oil, gas and other minerals in and under Sections 295, 296 and 297, 333, 334, 335, 336, 337, 338, 339, 340, 341, 373, 374, 375, 376, 377 and 383, Block 44, Hartley and Moore Counties, Texas, to Louise Johnson (Thomas) Dee, with lifetime reservations, recorded in Volume 141, Page 98, Deed Records, Hartley County, Texas. Redefinition of mineral interest contained in deed recorded in Volume 141, Page 137, Deed Records, Hartley County, Texas.
- s. Seismic Agreement And Option To Purchase Oil & Gas Lease regarding Sections 333, 334, 340, 339, 375 and 376, Block 44, H. & T. C. Ry. Co. Survey, Hartley County, Texas, filed of record in Volume 24, Page 302, Official Real Property Records, Hartley County, Texas, amended in Volume 26, Page 696, Official Real Property Records, Hartley County, Texas and again in Volume 27, Page 304, Official Real Property Records, Hartley County, Texas.
- t. General Conveyance, Assignment and Bill of Sale from Crescendo Resources, L.P. to North Texas Gas Co., Inc. regarding pipeline systems located on Sections 337, 336 and 295, Block 44, H. & T. C. Ry. Co. Survey, Hartley County, Texas, recorded in Volume 53, Page 238, Official Real Property Records, Hartley County, Texas.
- u. Reservation of an undivided interest in the gas and other minerals contained in deed from Cornelia Johnson Slemp Burgess et al, to Chain-C, Inc., dated February 22, 1968, recorded in Volume 225, Page 169, Deed

- Records, Moore County, Texas, as to Sections 341 and 373.
- v. Reservation of an undivided interest in the gas and other minerals contained in deed from Louise Johnson Thomas et al, to Chain-C, Inc., dated February 22, 1968, recorded in Volume 225, Page 173, Deed Records, Moore County, Texas, as to Sections 341 and 373.
  - w. Reservation of an undivided interest in the gas and other minerals contained in deed from Chain-C, Inc., to Cornelia Johnson Slemp Trust et al, dated January 17, 1989, recorded in Volume 382, Page 803, Deed Records, Moore County, Texas, as to Sections 341 and 373.
  - x. Reservation of an undivided interest in the gas and other minerals contained in deed from Louise John Thomas Trust et al, to Cornelia Johnson Slemp Trust et al, dated June 5, 1985, recorded in Volume 333, Page 938, Deed Records, Moore County, Texas, as to Section 373.
  - y. Reservation of an undivided interest in the gas and other minerals contained in deed from Jessie Herring Johnson Estate Trust No. One et al, to Chain-C, Inc., dated January 17, 1989, recorded in Volume 382, Page 805, Deed Records, Moore County, Texas, as to Section 374.
  - z. Reservations retained in Warranty Deed with Vendor's Lien dated October 30, 2008, and filed of record on the 31st day of October, 2008, from Monarch Trust Company, Trustee of the Jessie Herring Johnson Estate Trust No. 1, Herring Bank and Jane Slemp Burgess, Co-Trustees of the Jessie Herring Johnson Estate Trust No. 2, Chain-C Inc., Herring Bank and Jane Slemp Burgess, Co-Trustees of the Cornelia J. Slemp Trust, and Herring Bank and Jane Slemp Burgess, Co-Trustees of the Louise Johnson Thomas Trust, filed under Clerk File No. 096656 in Volume 111, Page 446, Official Real Property Records, Hartley County, Texas and under Clerk File No. 0168588 in Volume 662, Page 931, Official Public Records of Real Property, Moore County, Texas (Sections 297,333,334,335,337,338,339,340,341,374,374,76,377)
  - aa. Oil and gas lease to Standard Oil Company of Texas, dated February 8, 1959, recorded in Volume 122, Page 561, Deed Records, Moore County, Texas. (341 and 373)
  - ab. Oil and gas lease to C C Walters, Jr., dated November 30, 1976, recorded in Volume 282, Page 356, Deed Records, Moore County, Texas. (Section 373)
  - ac. Oil and gas lease to Kerr-McGee Corporation, dated December 1, 1969, recorded in Volume 220, Page 553, Deed Records, Moore County, Texas. (Section 374)
  - ad. Oil and gas lease to Elbert Kesler, dated May 20, 1974, recorded in Volume 250, Page 407, Deed Records, Moore County, Texas. (Section 374)
  - ae. Reservation of all oil, gas and other minerals in Deed dated January 23, 2009, and filed of record on the 27th day of January, 2009, executed by G. & J. Brillhart, Inc., a Texas corporation, recorded under Clerk File No. 097014 in Volume 113, Page 312, Official Real Property Records, Hartley County, Texas. (Section 382 & E/2 of 381)
  - af. Reservation of ingress and egress in Deed dated January 23, 2009, and filed of record on the 27th day of January, 2009, executed by G. & J. Brillhart, Inc., a Texas corporation, recorded under Clerk File No. 097014 in Volume 113, Page 312, Official Real Property Records, Hartley County, Texas. (Section 382 & E/2 of 381)
  - ag. Reservation of all of the oil, gas and other minerals in and under, and that may be produced from the above-described property, as well as rights of ingress and egress for the purpose of developing said minerals, contained in that deed recorded in Volume 111, Page 265, Deed Records, Hartley County, Texas. (Section 382 & E/2 of 381)
  - ah. Reservation of all of the oil, gas and other minerals in and under, and that may be produced from the above-described property, as well as rights of ingress and egress for the purpose of developing said minerals, contained in that deed recorded in Volume 111, Page 267, Deed Records, Hartley County, Texas. (Section 382 & E/2 of 381)
  - ai. Pipeline Easement to Cambridge Production, Inc., running North and South following the approximate Section line between Sections 381 and 382, Block 44, being approximately 5,280.0 feet in length, recorded in Volume 27, Page 792, Official Real Property Records, Hartley County, Texas.
  - aj. Right-of-Way Easement to North Texas Gas Co., Inc., for an easement located on the West line of Section 382, Block 44, described fully in instrument recorded in Volume 61, Page 26, Official Real Property Records, Hartley County, Texas.
  - ak. Declaration Of Pooled Ground Water Unit To Comply With Rule 17 Of The North Plains Groundwater Conservation District covering the above-described property and recorded in Volume 95, Page 219, Official Real Property Records, Hartley County, Texas. (Section 382 & E/2 of 381)
  - al. Oil And Gas Lease (Paid-Up) between Joe H. Cox and Carol Cox, husband and wife, and Samson Lone Star, LLC, covering Section 382, Block 44, and recorded in Volume 105, Page 4, Official Real Property Records, Hartley County, Texas.



- am. Oil And Gas Lease (Paid-Up) between G & J Brillhart, Inc., and Samson Lone Star, LLC, covering Section 382, Block 44, and recorded in Volume 105, Page 10, Official Real Property Records, Hartley County, Texas.
- an. Oil And Gas Lease (Paid-Up) between Joe H. Cox and Carol Cox, husband and wife, and Samson Lone Star, LLC, covering E/2 of Section 381, Block 44, and recorded in Volume 105, Page 1, Official Real Property Records, Hartley County, Texas.
- ao. Oil And Gas Lease (Paid-Up) between G & J Brillhart, Inc., and Samson Lone Star, LLC, covering E/2 of Section 381, Block 44, and recorded in Volume 105, Page 7, Official Real Property Records, Hartley County, Texas.
- ap. Oil And Gas Lease between Carol M. Cox, and Tascosa Land Resources, LLC, and recorded in Volume 150, Page 895, Official Real Property Records, Hartley County, Texas. (Section 382 & E/2 of 381)
- aq. Oil And Gas Lease between G & J Brillhart, Inc., and Tascosa Land Resources, LLC, and recorded in Volume 150, Page 898, Official Real Property Records, Hartley County, Texas. (Section 382 & E/2 of 381)
- ar. Property Line Spacing Easement (Rule 18) executed between Kasper Land & Cattle Texas, LLC and Paul Daniel affecting Section 382 and the West half of Section 416, recorded in Volume 151, Page 29, Official Real Property Records, Hartley County, Texas.
- as. Supplemental Declaration of Ownership and Conveyance of Property Interests regarding ownership of minerals recorded under Clerk File No. 104139, Official Public Records, Hartley County, Texas. (Section 382 & E/2 of 381)
- at. Pipe Line Easement to WilconGas Company, recorded in Volume 98, Page 372, Deed Records, Hartley County, Texas. Said easement transferred to Plateau Natural Gas Company in Volume 106, Page 192, Deed Records, Hartley County, Texas. (Section 418)
- au. Pipe Line Easement to Wilcon Gas Company, recorded in Volume 98, Page 373, Deed Records, Hartley County, Texas. Said easement transferred to Plateau Natural Gas Company in Volume 106, Page 192, Deed Records, Hartley County, Texas. (Section 418)
- av. Reservation as to an undivided one-half non-participating interest in and to all of the oil, gas and other minerals in, on and under said property contained in that deed to Jerry R. Powell recorded in Volume 121, Page 155, Deed Records, Hartley County, Texas. (Section 418 S&E N/2 of W/2 of NW/4)
- aw. Conveyance as to an undivided one-half fully participating interest in and to all of the oil, gas and other minerals in, on and under said property owned by Jerry R. Powell to Roy L. Ryan as shown in that mineral deed recorded in Volume 121, Page 219, Deed Records, Hartley County, Texas. Re-Conveyance as to an undivided one-fourth fully participating interest in and to all of the oil, gas and other minerals in, on and under said property owned by Roy L. Ryan to Jerry R. Powell as shown in that mineral deed recorded in Volume 122, Page 755, Deed Records, Hartley County, Texas. (Section 418 S&E N/2 of W/2 of NW/4)
- ax. Reservation as to all of the oil, gas and other minerals in, on and under said land in deed from Roy L. Ryan and Jerry R. Powell to Bobby D. Copeland and Ray R. Copeland, recorded in Volume 124, Page 608, Deed Records, Hartley County, Texas. (Section 418 S&E N/2 of W/2 of NW/4)
- ay. Right-of-way easement from County of Hartley, Texas to North Texas Gas for a pipeline easement crossing a county road and affecting the above-described sections, described fully in instrument recorded in Volume 59, Page 894, Official Real Property Records, Hartley County, Texas. (Section 418 & 423)
- az. Reservation contained in that deed to Jess Burner of all the oil, gas and other minerals in, on and under said property, recorded in Volume 127, Page 20, Deed Records, Hartley County, Texas. (Section 423)
- ba. Reservation as to all of the oil, gas and other minerals in, on and under said property contained in that deed to Bobby Copeland recorded in Volume 28, Page 549, Official Real Property Records, Hartley County, Texas. (N/2 of W/2 of NW/4 of Section 418)
- bb. Special Warranty Deed from J.S.R., Inc. to Roy L. Ryan and Betty Jo Ryan, conveying mineral interest, recorded in Volume 118, Page 157, Official Real Property Records, Hartley County, Texas; and Special Warranty Deed from Roy L. Ryan and Betty Jo Ryan to RBR Minerals, LP, conveying mineral interest, recorded in Volume 119, Page 438, Official Real Property Records, Hartley County, Texas. (Section 418 & 423)
- bc. Oil And Gas Lease (Paid-Up) between Skyline Corporation, Inc., and Tascosa Land Resources, L.L.C., recorded under Clerk File No. 104185, Official Public Records, Hartley County, Texas. (Section 418 & 423)
- bd. Stipulation of Interest and Cross-Conveyance of Mineral Interest between Skyline Corporation, Inc. and RBR Minerals, LP, recorded under Clerk File No. 104747, Official Public Records, Hartley County, Texas. (Section 418 & 423)
- be. Memorandum of Paid-Up Oil, Gas and Hydrocarbon Lease between RBR Minerals, LP, and Tascosa Land Resources, LLC, recorded under Clerk File No. 104822, Official Public Records, Hartley County, Texas.

(Section 418 & 423)

- bf. Reservation of 7/8ths of the oil, gas and other minerals by Grantor found in deed dated June 30, 2015 and recorded June 30, 2015 under Clerk File No. 106232, Official Public Records, Hartley County, Texas, and Clerk File No. 188920, Official Public Records of Real Property, Moore County, Texas, executed by Chain-C, Inc., et al. (All Tract 1)
- bg. Reservation of all commercial wind and wind rights, all commercial solar and solar rights, all alternative commercial energy and energy rights, including the right of ingress and egress by Grantor found in deed dated June 30, 2015 and recorded June 30, 2015 under Clerk File No. 106232, Official Public Records, Hartley County, Texas, and Clerk File No. 188920, Official Public Records of Real Property, Moore County, Texas, executed by Chain-C, Inc., et al. (All Tract 1)
- bh. Reservation of 1/16th of the oil, gas and other minerals by Grantor found in deed dated June 30, 2015 and recorded June 30, 2015 under Clerk File No. 106234, Official Public Records, Hartley County, Texas, and Clerk File No. 188922, Official Public Records of Real Property, Moore County, Texas, executed by Kasper Land and Cattle Texas, LLC. (All Tract 1)
- bi. Reservation of all commercial wind and wind rights, all commercial solar and solar rights, all alternative commercial energy and energy rights, including the right of ingress and egress by Grantor found in deed dated June 30, 2015 and recorded June 30, 2015 under Clerk File No. 106234, Official Public Records, Hartley County, Texas, and Clerk File No. 188922, Official Public Records of Real Property, Moore County, Texas, executed by Kasper Land and Cattle Texas, LLC. (All Tract 1)

**Tract 2:**

- bj. As to the West one-half of said Section 381, reservation of all oil, gas and other minerals including prior reservations by Leona Fangman by warranty deed dated January 24, 1994, recorded in Volume 113, Page 798, Official Real Property Records, Hartley County, Texas.
- bk. Pipeline easement to Wilcon Gas Company dated December 31, 1957, recorded in Volume 98, Page 372, Deed Records, Hartley County, Texas. (Section 418,419,420,SW/4 of 381)
- bl. Pipeline easement to Wilcon Gas Company dated February 8, 1958, recorded in Volume 98, Page 373, Deed Records, Hartley County, Texas. (Section 418,419,420,SW/4 of 381)
- bm. Right-of-way easement to West Texas Gas, Inc. dated April 6, 2005, recorded in Volume 85, Page 656, Official Real Property Records, Hartley County, Texas. (Section 380,381)
- bn. Right-of-way easement to West Texas Gas, Inc. dated April 6, 2005, recorded in Volume 85, Page 655, Official Real Property Records, Hartley County, Texas. (Section 378)
- bo. Right-of-way easement for the benefit of the property by County of Hartley as grantor to David Spinhirne as grantee dated April 19, 2005 recorded in Volume 86, Page 96, Official Real Property Records, Hartley County, Texas. (Section 378)
- bp. Right-of way easement for the benefit of the property by County of Hartley as grantor to David Spinhirne as grantee dated June 5, 2004, recorded in Volume 80, Page 711, Official Real Property Records, Hartley County, Texas. (Section 380,381)
- bq. Declaration of pooled ground water unit under rules of North Plains Ground Water Conservation District dated February 17, 2009, recorded in Volume 113, Page 947, Official Real Property Records, Hartley County, Texas. (Section 378,380)
- br. Right-of-way easement to Rita Blanca Electric Cooperative, Inc., which is undated but acknowledged December 28, 2011, recorded in Volume 136, Page 491, Official Real Property Records, Hartley County, Texas. (Section 378)
- bs. Reservation by N.H. Read of an interest in oil, gas and other minerals as to a portion of the property reserved in that warranty deed dated February 28, 1947, recorded in Volume 76, Page 469, Deed Records, Hartley County, Texas. (Section 378,380)
- bt. Reservation by H.C. Brown, Jr. and wife, Ruby Brown, of an interest in oil, gas and other minerals as to a portion of the property, reserved in that correction warranty deed dated April 30, 1984, recorded in Volume 138, Page 702, Deed Records, Hartley County, Texas. (Section 378,380)
- bu. Right of way easement to Hartley County, dated February 16, 1958, recorded in Volume 84, Page 237, Deed Records, Hartley County, Texas. (Section 378)
- bv. Right of way easement to Maxus Exploration Company dated April 21, 1988, recorded in Volume 7, Page 173, Deed Records, Hartley County, Texas. (Section 378)
- bw. Reservation of an interest in oil, gas and other minerals as to a portion of the property reserved by

Catherine D. Koehler, et al, in the warranty deed dated January 6, 1997, recorded in Volume 39, Page 212, Official Real Property Records, Hartley County, Texas. (Section 378,380)

- bx. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 104806, Official Public Records of Hartley County, Texas. (Section 378)
- by. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 103899, Official Public Records of Hartley County, Texas. (Section SW/4 381)
- bz. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 103898, Official Public Records of Hartley County, Texas. (Section SW/4 381)
- ca. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 103991, Official Public Records of Hartley County, Texas. (Section SW/4 381)
- cb. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 103990, Official Public Records of Hartley County, Texas. (Section SW/4 381)
- cc. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 103989, Official Public Records of Hartley County, Texas. (Section SW/4 381)
- cd. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 103992, Official Public Records of Hartley County, Texas. (Section SW/4 381)
- ce. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 104087, Official Public Records of Hartley County, Texas. (Section W/2 381)
- cf. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 104186, Official Public Records of Hartley County, Texas. (Section W/2 381)
- cg. Paid-Up Oil, Gas and Mineral Lease recorded under Clerk File No. 104185, Official Public Records of Hartley County, Texas. (Section W/2 381)
- ch. Memorandum of Paid-Up Oil, Gas and Hydrocarbon Lease recorded under Clerk File No. 104356, Official Public Records of Hartley County, Texas. (Section W/2 381)

**Fidelity National Title Insurance Company**  
**SCHEDULE C**

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named 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, 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,
  - 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. 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 \$1,000,000.00 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 lender in the transaction and elect deletion of the arbitration provision, please inform us through your loan closing instructions.
6. NOTE TO ALL BUYERS, SELLERS, BORROWERS, LENDERS AND ALL PARTIES HAVING A VESTED INTEREST IN THE TRANSACTION COVERED BY THIS COMMITMENT. Dalhart Abstract Company, LP, IN COMPLIANCE WITH APPLICABLE RULES OF THE STATE BOARD OF INSURANCE AND AUDIT REQUIREMENTS, HAS ADOPTED THE FOLLOWING PROCEDURES AND REQUIREMENTS FOR DISBURSEMENT OF FUNDS IN CONNECTION WITH THIS TRANSACTION. THE FOLLOWING CONSTITUTES A REQUIREMENT FOR DISBURSEMENT OF FUNDS BY Dalhart Abstract Company, LP FOR THIS TRANSACTION:  
The State Board of Insurance has adopted Procedural Rule P-27 which will require that "Good Funds" be received and deposited before Dalhart Abstract Company, LP may disburse from its Escrow Account. "Good Funds" is defined as:
  - a. Cash or wire transfer;
  - b. Certified checks, cashier's checks and teller's checks, as further described in definition "g" of this rule;
  - c. Uncertified funds in amount less than \$1,500.00, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation;
  - d. Uncertified funds in the amount of \$1,500.00 or more, drafts and any other times when collected by the financial institution;
  - e. State of Texas Warrant;
  - f. United States Treasury Checks;
  - g. Checks drawn on a bank or savings and loan association insured by the FDIC or FSLIC and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed immediately available funds procedures agreement (form T-37) and such bank or savings and loan association.
  - h. Checks by city and county governments in the State of Texas.
7. Company must be furnished true and correct copies of all documents to be used in closing the transaction to be insured hereunder at least forty-eight (48) hours prior to closing. Company reserves the right to make additional requirements after receipt and review of said documents.

## Fidelity National Title Insurance Company

### SCHEDULE C

8. Our office requires an affidavit as to debts and liens to be signed at closing .Payment of any and all taxes now due and payable up to and including the year 2015.
9. Upon determination that the proposed insured property is being assessed for tax purposes other than agricultural and at a fair market value and the payment of the additional premium required for the amendment, Item 3, Schedule B will be amended to read as follows, in the Loan Policy of Title Insurance: "Taxes for the year 2016, and subsequent years, not yet due and payable".
10. Item 2, Schedule B may be amended, upon request, to read "Shortages in area" in the Loan Policy of Title Insurance if we are furnished a survey prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, encroachments, or overlapping of improvements.
11. Item 2, Schedule B may be amended, upon request, to read "Any shortages in area" in the Owners Policy of Title Insurance if we are furnished a survey prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, encroachments, or overlapping of improvements; and the payment of the additional premium required for this amendment.
12. "Rights of parties in possession" shown in Schedule B of this commitment will be deleted from the Owners Policy of Title Insurance ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that they understand that the Owners Policy of Title Insurance will be issued subject to the rights of parties in possession.
13. Company reserves the right to revise this Commitment and/or to make additional requirements and/or exceptions upon receipt and review of the documents to be used for closing of the transaction(s) to be insured hereunder.
14. Company reserves the right to revise this Commitment and to make additional requirements and/or exceptions upon receipt of a new survey of the Property.
15. Deed of Trust dated June 22, 2015, recorded June 30, 2015 under Clerk File No. 106235, Official Public Records, Hartley County, Texas, and Clerk File No. 188923, Official Public Records of Real Property, Moore County, Texas, executed by Wilder Farms, Inc., an Illinois corporation to Amarillo Corporate Services, LLC., Trustee, securing the payment of one note of even date therewith in the principal amount of \_\_\_\_\_, payable to American AgCredit, FLCA. Additionally secured by Vendor's Lien retained in Deed dated June 30, 2015 recorded June 30, 2015 under Clerk File No. 106234, Official Public Records, Hartley County, Texas, and Clerk File No. 188922, Official Public Records of Real Property, Moore County, Texas, executed by Kasper Land and Cattle Texas, LLC to Wilder Farms, Inc., securing the payment of one note dated June 22, 2015, in the principal amount of \_\_\_\_\_, payable as therein provided. (Tract 1)
16. Seller Requirements:
  - a. Certificate of Good Standing for the corporation from the Comptroller's office of the State registered
  - b. Certified copy of corporate resolutions authorizing sale of the property and person to execute all closing documents.
17. Buyer Requirement:
  - a. (FOR LOAN POLICY ONLY) Should the above property be non-homestead property, it is required that an affidavit be filed of record stating the same and designating other homestead property. If in fact, the property is homestead property, satisfactory evidence is required to show that the lien documents will create a valid lien covering homestead property to the full amount of the policy.
  - b. Further requirements will be made upon completion of Auction and Sale.

**SCHEDULE D**  
**DISCLOSURES BY INSURER AND AGENT**

GF#16-301

Pursuant to the requirements of Rule P-2, Basic Manual of Rules, Rates and Forms for writing Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:  
Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial Inc.  
Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan  
Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy
2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:  
Dalhart Abstract Company, LP
  - a. The names of each shareholder, owners, partner or other person having, owning or controlling 1% or more of the Title Insurance Agent are as follows: Priestly Enterprises, Inc.; Priestly Family, LTD.
  - b. Shareholders, owners, partners or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows:  
Priestly Enterprises, Inc.; Priestly Family, LTD.; Peter J. Priestly; Desiree C. Priestly
  - c. The following persons are officers and directors of the Title Insurance Agent:
 

Officers	Directors
President Peter J. Priestly	Peter J. Priestly
Vice Pres. Desiree C. Priestly	Desiree C. Priestly
Secretary Desiree C. Priestly	
Treasurer Desiree C. Priestly	
  - d. The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
  - e. For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs a or b.
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 any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owners Policy	\$To be determined
Mortgagee Policy	\$To be determined
Endorsement Charges	\$To be determined
Guaranty Fee(s)	\$To be determined
Total	\$To be determined

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>
<b>50% x 7.57% (based on acreage)</b>	<b>Powell Abstract Company</b>	<b>Title Evidence</b>

\*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 State Department of Insurance.

Valid only if Schedules A, B and C and Cover Page are attached.

## Fidelity National Title Insurance Company

### DELETION OF ARBITRATION PROVISION (Not applicable to the Texas Residential Owner Policy)

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

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

The arbitration provision in the Policy is as follows:

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

I request deletion of the Arbitration provision.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Representing:**

**Fidelity National Title Insurance Company**

AND

DALHART ABSTRACT COMPANY, LP

## **PRIVACY POLICY**

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

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by your or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.