

SCHEDULE A

Effective Date: January 26, 2025 at 8:00 AM
Commitment No.: FAH25000671

GF No.: FTH-93-FAH25000671H
Issued: February 5, 2025 at 8:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$1,750,000.00

PROPOSED INSURED: Real Estate Ideal Solutions LLC and Opolalite Property LLC

- 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)

Policy 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:

[Ginger Lynn Wooten Lampley](#)

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(continued)

4. Legal description of land:

A tract of land situated in the E.H. Yeiser Survey, Abstract No. 731, Montgomery County, Texas, being a part or a portion out of a 31.349 acre tract, said 31.497 tract being in the Reuben Copeland Survey, Abstract No. 671, and being in the Charles Stephens Survey, Abstract No. 483, Montgomery County, Texas, same being a tract of land conveyed to Jim Wooten and wife, Mary Wooten, by deed recorded in County Clerk's File No. 2014001056, Official Public Records of Montgomery County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pipe found for corner, said corner being in the West line of Piney Woods Subdivision, according to the map or plat thereof recorded in Volume 7, Page 77, Map Records of Montgomery County, Texas, and being the Northeast corner of that tract of land conveyed to Rocio Ivett Chape, by deed recorded in County Clerk's File No. 2014011449, Official Public Records of Montgomery County, Texas, from which a 1/2 inch iron rod bears South 89 degrees 26 minutes 33 seconds West, a distance of 241.87 feet for witness;

THENCE South 87 degrees 52 minutes 34 seconds West, along the North line of said Chapa tract, a distance of 272.75 feet to a 1/2 inch iron pipe found for corner, said corner being the Northeast corner of that tract of land conveyed to Roel D, Chapa Salinas, by deed recorded in County Clerk's File No. 2013104319, Official Public Records of Montgomery County, Texas;

THENCE South 87 degrees 42 minutes 12 seconds West, along the North line of said Salinas tract, a distance of 230.00 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of that tract of land conveyed to Texas Building Serving Enterprise Inc., by deed recorded in County Clerk's File No. 2021034413, Official Public Records of Montgomery County, Texas;

THENCE South 87 degrees 41 minutes 53 seconds West, along the North line of said Texas Building Serving Enterprise Inc. tract, a distance of 199.68 feet to a 1/2 inch iron rod found for corner, said corner being in the Northeast line of FM 1314 (public right-of-way), being the beginning of a non-tangent curve turning to the left, with a radius of 1482.40 feet, a delta angle of 17 degrees 18 minutes 58 seconds, a chord bearing of North 15 degrees 02 minutes 50 seconds West, and a chord length of 446.31 feet;

THENCE along said curve to the left, along the Northeast line of said FM 1314, an arc length of 448.01 feet to a 1/2 inch iron rod found for corner, said corner being in the Southeast line of Village Way Drive (variable width right-of-way);

THENCE North 65 degrees 22 minutes 58 seconds East, along the Southeast line of said Village Way Drive, a distance of 99.64 feet to a point for corner, from which a 1/2 inch iron rod bears North 39

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(continued)

degrees 20 minutes 21 seconds East, a distance of 0.55 feet for witness;

THENCE North 54 degrees 04 minutes 22 seconds East, along the Southeast line of said Village Way Drive, a distance of 152.97 feet to a 3/8 inch iron rod found for corner; from which a 3/8 inch iron rod bears North 45 degrees 12 minutes 42 seconds East, a distance of 0.38 feet for witness;

THENCE North 65 degrees 22 minutes 58 seconds East, along the Southeast line of said Village Way Drive, a distance of 25.83 feet to a 3/8 inch iron rod found for corner;

THENCE North 44 degrees 54 minutes 32 seconds East, along the Southeast line of said Village Way Drive, a distance of 178.64 feet to a 3/8 inch iron rod found for corner, from which a 3/8 inch iron rod bears North 55 degrees 58 minutes 26 seconds East, a distance of 0.55 feet for witness;

THENCE North 27 degrees 22 minutes 58 seconds East, along the Southeast line of said Village Way Drive, a distance of 487.25 feet to a "60d" nail found for corner, said corner being the beginning of a tangent curve turning to the right, with a radius of 210.00 feet, a delta angle of 60 degrees 31 minutes 33 seconds, a chord bearing of North 57 degrees 38 minutes 45 seconds East, and a chord length of 211.67 feet;

THENCE along said curve to the right, along the Southeast line of said Village Way Drive, an arc length of 221.84 feet to a point for corner, said corner being the Northwest corner of that tract of land conveyed to C & C Nash Investments, LLC, by deed recorded in County Clerk's File No. 2021062156, Official Public Records of Montgomery County, Texas, from which a 3/8 inch iron rod bears South 07 degrees 09 minutes 28 seconds West, a distance of 9.33 feet for witness;

THENCE South 02 degrees 44 minutes 21 seconds East, along the West line of said Nash Investments tract, a distance of 156.31 feet to a 1/2 inch iron rod found for corner, said corner being in the Northwest corner of said Piney Woods Subdivision;

THENCE South 02 degrees 15 minutes 52 seconds East, along the West line of said Piney Woods Subdivision, a distance of 284.61 feet to a 3/8 inch iron rod found for corner;

THENCE South 02 degrees 16 minutes 51 seconds East, along the West line of said Piney Woods Subdivision, a distance of 335.33 feet to a point for corner;

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THENCE South 02 degrees 42 minutes 02 seconds East, along the West line of said Piney Woods Subdivision, a distance of 199.42 feet to a point for corner;

THENCE South 02 degrees 12 minutes 00 seconds East, along the West line of said Piney Woods Subdivision, a distance of 243.53 feet to the POINT OF BEGINNING and containing 613,478.22 square feet or 14.08 acres of land.

NOTE: Company is prohibited from insuring the area and/or quantity of the land described herein. Therefore, Company does not represent that the acreage and/or square footage calculations are correct. References to area and/or quantity are for informational purposes only.

END OF SCHEDULE A

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Commitment No.: FAH25000671

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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):

Item 1, Schedule B is hereby deleted.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Applies to the Owner Policy only.)
4. Any title 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 2025 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 years. (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 2025 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.)

SCHEDULE B
EXCEPTIONS FROM COVERAGE

(continued)

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):
- a. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.
 - b. Visible and apparent easements not shown by the public records.
 - c. Any portion of the Land located within the boundaries of any roadway or highway.
 - d. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
 - e. A 60 foot non-exclusive roadway easement over and across subject property, as granted to William S. Cochran, III, in instrument executed by Montgomery Estates, Inc., dated June 25, 1979, recorded in [Volume 1144, Page 1](#) of the Deed Records of Montgomery County, Texas, said roadway located and defined in instrument dated November 29, 1979, recorded under Clerk's [File No. 8001323](#) of the Real Property Records of Montgomery County, Texas.

Said easement was subsequently reserved in Deed from Montgomery Estates, Inc., to William S. Cochran, III, recorded under Clerk's [File No. 8010251](#), and assigned to Montgomery County Properties, Ltd., by instrument recorded under Clerk's [File No. 8433575](#), both of the Real Property Records of Montgomery County, Texas.

Said easement was subsequently granted to the County of Montgomery in instrument executed by William S. Cochran, III, recorded under Clerk's [File No. 8037397](#) of the Real Property Records of Montgomery County, Texas.
 - f. Easement 15 feet wide granted to Gulf States Utilities Company and Southwestern Bell Telephone Company in instrument executed by J. W. Williams, dated October 20, 1954, recorded in [Volume 402, Page 146](#) of the Deed Records of Montgomery County, Texas.
 - g. Pipeline Right-of-Way Easement granted to Explorer Pipeline Company in instrument executed by Charles Albert Williams, dated September 29, 1970, recorded in [Volume 719, Page 746](#) of the Deed Records of Montgomery County, Texas.
 - h. Pipeline Right-of-Way Easement granted to Explorer Pipeline Company in instrument executed by Georgia Williams Cobb and husband, R. B. Cobb, dated October 5, 1970, recorded in [Volume 720, Page 431](#) of the Deed Records of Montgomery County, Texas.
 - i. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not, and being subject to the rights of third parties in and to the use of same.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

- j. Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.
- k. An undivided 1/16th non-participating royalty interest in and to all oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument

Recording No.: [Volume 147, Page 340](#) of the Deed Records of Montgomery County, Texas.

Said interest not traced subsequent to the date of the above-cited instrument.

- l. An undivided 3/4ths Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

Recording No.: [Volume 272, Page 564](#) of the Deed Records of Montgomery County, Texas.

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- m. An undivided 1/8th Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

Recording No.: [Volume 291 Page 486](#) of the Deed Records of Montgomery County, Texas.

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- n. Estate created by oil, gas and mineral leases granted to Murexco Petroleum, Inc., in instruments recorded under Clerk's [File No\(s\). 8513172, 8513173, 8513174, 8513175, 8513176, 8513177, 8513178, 8513179, 8513180, 8513181](#) and [8525805](#) all of the Real Property Records of Montgomery County, Texas; and all terms, conditions and stipulations contained therein. Title to these leases has not been investigated subsequent to the dates of the aforesaid instruments.

- o. 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.

- p. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, 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 the geothermal energy and associated resources below the surface of the Land that are not listed.

- q. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, 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 the geothermal energy and associated resources below the surface of the Land that are not listed.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

- r. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

SCHEDULE C

Commitment No.: FAH25000671

GF No.: FTH-93-FAH25000671H

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 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. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.
6. Intentionally Deleted.
7. We have reviewed and approved survey dated February 6, 2025 By Nathan Alan Pare RPLS No. 6845.

An acceptable survey of subject property having been received, upon compliance with Rules P-2 and R-16, Schedule B, Item 2 will be amended to read "shortages in area" in its entirety.
8. The name(s) of the purchaser(s)/borrower(s) shown below has been checked for judgment liens protected under the terms of the Federal Debt Collection Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to closing, resubmit for additional examination:

Name(s) of Purchaser(s)/Borrower(s): Real Estate Ideal Solutions LLC and Opolalite Property LLC
9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

SCHEDULE C
(continued)

Limited Liability Company: Real Estate Ideal Solutions LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Opolalite Property LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

Grantor: Mary Cornelius Smith, as Independent Co-Administrator of the Estate of Jim Bodie Wooten,
Deceased
Grantee: Ginger Lynn Lampley
Recording Date: July 30, 3024
Recording No: under Montgomery County Clerk's [File No. 2024074727](#)

SCHEDULE C
(continued)

Grantor: Ginger Lynn Wooten Lampley, as Independent Co-Administrator of the Estate of Jim Bodie Wooten, Deceased
Grantee: Ginger Lynn Lampley
Recording Date: July 30, 2024
Recording No: under Montgomery County Clerk's [File No. 2024074728](#)

Independent Administration of the Estate of Jim Bodie Wooten, Deceased, entered under Cause No. 20-39293-P in the Probate Court No. 1 of Montgomery County, Texas.

The last Deeds found of record affecting the Land were recorded under Clerk's File No. [2014001056](#) and [2020018560](#), wherein Jim Bodie Wooten acquired the subject property.

12. Note –Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

13. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

- Confirmation prior to closing that the County Clerk of Montgomery County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
- Electronic recordation of the instruments to be insured in the Official Public Records of Montgomery County, Texas.
- Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
- Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC

SCHEDULE C
(continued)

Chapter 87.