

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

STEWART TITLE
GUARANTY COMPANY

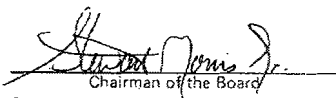
Order No. 9314 - Parcel #1

STEWART TITLE GUARANTY COMPANY, a Texas Corporation, herein call the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.


This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date.


Chairman of the Board
Countersigned by:

STEWART TITLE
GUARANTY COMPANY




President

Paul E. Motz

SOUTHWEST TITLE CO.
408 San Juan Ave.
P.O. Box 1630
Alamosa, Colorado 81101
719-589-2780

Serial No. C-1601-610373

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B
Section 1

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Warranty Deed made by **WEISS RANCHES, INC., a Colorado corporation**, conveying the above described property to the **OWNER TO BE DETERMINED**.

Item (c) Payment of all taxes, charges or assessments, levied and assessed against the subject premises which are due and payable.

Item (d) Additional requirements, if any, disclosed below:

1. Resolution of the governing board of **WEISS RANCHES, a Colorado corporation**, authorizing the within contemplated transaction must be furnished for the Company's file; said Resolution must contain an acknowledged certification by an officer of said corporation with the corporate seal affixed.
2. Current Certificate of Good Standing for **WEISS RANCHES, a Colorado corporation**, from the Colorado Secretary of State must be recorded in Saguache County, Colorado.
3. A current Statement of Authority pursuant to C.R.S. §38-30-172 for **WEISS RANCHES, a Colorado corporation**, must be recorded in Saguache County, Colorado. After review of such Statement of Authority, the Company may make additional requirements or exceptions.

PLEASE SEE DISCLOSURES ON LAST PAGE

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B
Section 2

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents, or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. In addition, the owner's policy will be subject to the mortgage, if any, noted under Item (b) of Schedule B hereof.

8. Any outstanding taxes. (A Certificate of Taxes Due is attached, or if not, has been ordered and will be provided.)

9. Any existing rights of way and easements and existing roads, highways, ditches, reservoirs, canals, laterals, flumes, pipelines, power transmission lines, conduits, telephone and telegraph lines, and other utilities, including the easements and conveyances therefor, including but not limited to:
 - (a) Right of way for Saguache County Road "T".

10. No oil, gas or other minerals, or mineral rights or interests in the property are covered hereby; and an exception is made as to all oil, gas, other minerals and mineral interests in the property including all rights of ingress, egress, exploration and production in connection therewith.

11. Water rights, and claims or title to water, including, but not limited to wells or well rights, and rights of way and easements used in connection with such water or water rights.

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Tracts 74, 75, 76, 86, 87, 88, 89, 90, 91, 92, 101, 102, 103, 104, 105, 106, 107, 108, 117, 118, 119, 120, 121, 122, 123, 124, 133, 134, 135, 136, 137, 138, 139, 140, 149, 150, 151, 152, 153, 154, 155, 156, 169, 170, 171, 172, 174, 175 and 176, according to the map of "Oklahoma Land & Colonization Company's Tracts" filed for record July 13, 1910, in the office of the Clerk and Recorder of Saguache County, Colorado, located in Section 5, Township 43 North, Range 10 East, N.M.P.M.; and

That portion of Tract 80 according to the map of "Oklahoma Land & Colonization Company's Tracts" filed for record July 13, 1910, in the office of the Clerk and Recorder of Saguache County, Colorado, located in Section 4, Township 43 North, Range 10 East, N.M.P.M.; and

All that strip of land heretofore owned and used by the Denver and Rio Grande Western Railroad Company for a right-of-way for its Crestone Branch which is located in the East half (E $\frac{1}{2}$) of Section 5, Township 43 North, Range 10 East, N.M.P.M.,

in Saguache County, Colorado.

Exhibit "A"

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE

DISCLOSURES

The following information is disclosed pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987, Repl. Vol:

- (A) THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- (B) A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- (C) INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICT MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Note: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Southwest Title, Inc. conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Policy when issued.

Note: Affirmative mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive and appropriate affidavit indemnifying the Company against unfiled mechanic's and material men's liens.
- D. The company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company
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 **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance 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 transactions, 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 service to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Motz Law Firm, LLC d/b/a Southwest Title Co.
Privacy Policy Notice

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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 safeguard that comply with federal regulations to guard your nonpublic personal information.

CONDITIONS AND STIPULATIONS

1. **The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.**
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate of interest or mortgage thereon covered by this commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire of create the estate or interest of mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the exclusions from coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest or the lien of the insured mortgage covered hereby or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this Commitment.

STEWART TITLE GUARANTY COMPANY

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, and identify this commitment by its printed COMMITMENT SERIAL NUMBER which appears on the bottom of the front of the first page of this commitment.