

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

Effective Date: **November 11, 2007, 08:00 am**

G.F. No. or File No. **0775620400TG**

Commitment No. \_\_\_\_\_ issued: **November 14, 2007, 08:00 am**  
(if applicable)

1. The policy or policies to be issued are:
  - (a) OWNER 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:  
PROPOSED INSURED:
  - (c) 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 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:  
**The Tremont Tower Trust, Quang V. Truong, as Trustee**
4. Legal description of the land:  
**BEING CONDOMINIUM UNIT NO. 516, AND THE SPACE ENCOMPASSED BY THE BOUNDARIES THEREOF, THE LIMITED COMMON ELEMENTS APPURTENANT THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE GENERAL COMMON ELEMENTS LOCATED IN AND BEING A PART OF TREMONT TOWER, A CONDOMINIUM PROJECT IN HARRIS COUNTY, TEXAS, AS FULLY DESCRIBED IN AND AS LOCATED, DELINEATED AND AS DEFINED IN THE CONDOMINIUM DECLARATION FOR TREMONT TOWER, TOGETHER WITH THE SURVEY PLAT, BY-LAWS AND EXHIBITS ATTACHED THERETO, RECORDED IN VOLUME 189, PAGE 172 OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS.**

## COMMITMENT FOR TITLE INSURANCE

### 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):  
  
**Volume 189, page 172 of the Condominium Records of Harris County, Texas and under Film Code No(s). 196007 and 197206 of the Condominium Records of Harris County, Texas and those filed for record under Harris County Clerk's File No(s). U433580, but omitting Any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 {c}.**
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 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 **2007**, 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 (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the 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 (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy (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. **Easement;**  
**Purpose:** for ingress and egress for installation, maintenance, repairs and removal of public utilities.  
**Recorded:** in Volume 189, Page 172, of the Condominium records, of Harris County, Texas.
  - b. **Easement:**  
**Purpose:** for encroachments created by construction settling and overhang of improvements.  
**Recorded:** in Volume 189, Page 172, of the Condominium Records, of Harris County, Texas.
  - c. **Easement:**  
**Purpose:** public/private utilities, streets, driveways, walkways, sewers, access and drainage over and across the common areas.  
**Recorded:** in Volume 189, Page 172, of the Condominium Records, of Harris County, Texas.
  - d. **Easement:**  
**Purpose:** Water Meter  
**Recorded:** under Harris County Clerk's File No. W705319, of the Official Records.
  - e. **Terms, Conditions, and Stipulations in the Agreement by and between:**  
**Parties:** Texas Cable Partners, LP dba Time Warner-Houston Division  
**Recorded:** under Harris County Clerk's File No. X757684, of the Official Records.  
**Type:** Cable TV
  - f. **Terms, Conditions and Stipulations of Party Wall Agreement:**  
**Recorded:** in Volume 189, Page 172, of the Condominium Records, Harris County, Texas.
  - g. **Maintenance Charge/Assessments as provided for in instrument(s) recorded in Volume 189, Page 172, and Film Code No(s). 196007 and 197206, all of the Condominium Records of Harris County, Texas.**  
**Subordination to First Lien Mortgages contained therein.**
  - h. **Rights of tenants, as tenants only, under unrecorded leases or rental agreements.**
  - i. **Rights of Parties in Possession. (OWNER POLICY ONLY)**

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, 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. **We must be furnished with the Trust Agreement of The Treemont Tower Trust. Additional requirements may be made upon examination of said agreement.**

**IT IS NECESSARY THAT A COPY OF THE COMPLETE AGREEMENT BE REVIEWED BY THE EXAMINATION DEPARTMENT, NOT JUST EXCERPTS. UPON REVIEW OF IT, EXAMINATION WILL MAKE EXACT REQUIREMENTS FOR THE CONVEYANCING OR MORTGAGING OF TRUST PROPERTY AS THEY PERTAIN TO THE FILE.**

6. **NOTE: The following note is for informational purposes only:**

**The following deed(s) affecting the subject property were recorded within the 24 month period prior to the effective date of this commitment:**

**Those filed under Harris County Clerk's File No(s). Z094812, Z402262, 20070027114, 20070151098 and 20070622631.**

7. **We must be furnished with a Corporate Resolution of the Board of Directors of CitiMortgage, Inc., authorizing the transaction and naming the officers authorized to execute the necessary documents.**

**NOTE: Closer should be satisfied as to the corporate status of said corporation and that same is in good standing.**

Countersigned  
**United Title of Texas**

By \_\_\_\_\_

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

G.F. No. or File No. **0775620400TG**

Effective Date: **November 11, 2007, 08:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

- The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment  
**First American Title Insurance Company**

**DIRECTORS:**

D.P. Kennedy, Parker S. Kennedy, Gary J. Beban, J. David Chatham, William G. Davis, James L. Doti, Lewis W. Douglas, Jr., Paul B. Fay, Jr., Frank E. O'Bryan, Roslyn B. Payne, D. Van Skilling, Herbert B. Tasker and Virginia M. Ueberroth

**OFFICERS:**

**Chairman of the Board and Chief Executive Officer:** Parker S. Kennedy; **President:** Craig I. DeRoy; **Senior or Executive Vice President and Chief Financial Officer:** Thomas A. Klemens; **Executive Vice President and Chief Operating Officer:** Dennis J. Gilmore; **Executive Vice President Lender Services:** Curt A. Caspersen; **Executive Vice President, Technology:** John M. Hollenbeck; **Executive Vice President, Title Insurance and Services:** Gary L. Kermott; **Senior Vice President and General Counsel:** Kenneth D. DeGiorgio; **Senior Vice President and Chief Information Officer:** Roger S. Hull; **Senior Vice President and National Litigation Counsel:** Timothy P. Sullivan; **Vice President, Secretary and Corporate Counsel:** Mark R. Amesen; **Vice President, Corporate Communications:** Jo Etta Bandy; **Vice President Regulatory and Special Counsel:** James J. Dufficy; **Vice President and Controller:** Paul W. Knutson

- Owners:**

**Mercury Companies, Inc. - 100%**

**Whose owners owning more than 10% of the shares are:**

**Louise Hauptman Trust - 30.03%**

**Paul F. Hauptman Trust - 30.03%**

**The First American Corp. - 15.17%**

**Officers, Directors and Managers:**

<b>Jim Hilbun</b>	<b>Chairman</b>
<b>Tom Blackwell</b>	<b>President</b>
<b>David Tandy</b>	<b>Executive Vice President</b>
<b>Steve Ramsey</b>	<b>Executive Vice President</b>
<b>Richard Adams</b>	<b>Executive Vice President</b>
<b>Rick Radigan</b>	<b>Executive Vice President</b>
<b>Chris Gaddis</b>	<b>Executive Vice President</b>
<b>Mark Baldwin</b>	<b>General Counsel</b>

- 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	<u>\$0.00</u>
Mortgagee Policy	<u>\$229.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$229.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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**15.00%**

**First American Title Insurance Company**

\*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 Board of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

## TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.</p> <p>El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the State Board of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey or comply with other requirements of the Company. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company or if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL OUR TOLL-FREE TELEPHONE NUMBER</p> <p style="text-align: center;"><b>(800) 347-7826</b></p> <p>ALSO, YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT <b>1-800-252-3439</b></p> <p>to obtain information on:</p> <ol style="list-style-type: none"> <li>1. filing a complaint against an insurance company or agent,</li> <li>2. whether an insurance company or agent is licensed,</li> <li>3. complaints received against an insurance company or agent,</li> <li>4. policyholder rights, and</li> <li>5. a list of consumer publications and services available through the Department.</li> </ol> <p style="text-align: center;">YOU MAY ALSO WRITE TO: The Texas Department of Insurance P.O. Box 149104 Austin, Texas 78714-9104 FAX No (512) 475-1771</p>	<p>PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS</p> <p style="text-align: center;"><b>(800) 347-7826</b></p> <p>TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL <b>1-800-252-3439</b></p> <p>para obtener información sobre:</p> <ol style="list-style-type: none"> <li>1. como someter una queja en contra de una compañía de seguros o agente de seguros,</li> <li>2. si una compañía de seguros o agente de seguros tiene licencia,</li> <li>3. quejas recibidas en contra de una compañía de seguros o agente de seguros,</li> <li>4. los derechos del asegurado, y</li> <li>5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.</li> </ol> <p style="text-align: center;">TAMBIEN PUEDE ESCRIBIR AL: Departamento de Seguros de Texas P.O. Box 149104 Austin, Texas 78714-9104 FAX No. (512) 475-1771</p>

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED.

**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 \$1,000,000 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:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. 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, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less **SHALL BE** arbitrated at the request of either the Company or the Insured, unless the Insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The Law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A Copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date