

SCHEDULE A

GF NO. 99230MB

COMMITMENT NO.

EFFECTIVE DATE OF COMMITMENT: April 02, 1999 7:00 O'CLOCK AM

ISSUED: May 06, 1999 1:40 O'CLOCK PM

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)

PROPOSED INSURED:

AMOUNT:

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

PROPOSED INSURED:

AMOUNT:

- (c) MORTGAGEE POLICY OF TITLE INSURANCE (form T-2)

PROPOSED INSURED: TRANSAMERICA BUSINESS CREDIT CORPORATION

AMOUNT: \$3,468,850.00

PROPOSED BORROWER: LORAX CORPORATION

- (d) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (form T-13)

PROPOSED INSURED:

AMOUNT:

PROPOSED BORROWER:

- (e) OTHER

PROPOSED INSURED:

AMOUNT:

2. THE INTEREST IN THE LAND COVERED BY THIS COMMITMENT IS:

Leasehold

3. RECORD TITLE TO THE LAND ON THE EFFECTIVE DATE APPEARS TO BE VESTED IN:

GREENWALL LIQUIDATING TRUST, C/O E. HERBERT GATLIN, JR. TRUSTEE
(Fee) Lorax Corporation (Leasehold)

4. LEGAL DESCRIPTION OF LAND:

THE LEASEHOLD ESTATE CREATED BY THE LEASE AND FIRST AMENDMENT TO LEASE

ATTORNEYS TITLE COMPANY

LAWYERS TITLE INSURANCE CORPORATION

GP NO. 99230MB
COMMITMENT NO.

PAGE: A-2

EXECUTED BY GREENWALL LIQUIDATING TRUST, C/O E. HERBERT GATLIN, JR., TRUSTEE, AS LESSOR TO LORAX CORPORATION AS LESSEE, DATED JANUARY 1, 1995 RECORDED SEPTEMBER 12, 1997 IN VOL. 1774 PAGE 506 & AMENDED IN VOL. 1878 PAGE 123 & AMENDED IN VOL. 1878 PAGE 831, DEMISING AND LEASING FOR A TERM OF 30 YEARS BEGINNING JANUARY 1, 1995, THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

See attached Exhibit "A":

ATTORNEYS TITLE COMPANY

LAWYERS TITLE INSURANCE CORPORATION

FIELD NOTES

LORAX CORPORATION
44.335 ACRES

JOHN A. CLARK A-168
R. A. CLARK A-171

HENDERSON COUNTY, TEXAS

All that certain lot, tract, or parcel of land situated in Henderson County, Texas, on the John A. Clark Survey, A-168 and the R. A. Clark Survey, A-171 and being a part of the 87.779 acre tract conveyed to Harvey Joint Venture by Curtis Mathes Corporation and Olive M-S Realty Company by deed recorded in Volume 1070, Page 322 of the Henderson County Deed Records. Said lot, tract, or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike found at the Northeast corner of the 87.779 acre tract, in the South margin of F. M. Highway 2495, and the West margin of Athens Brick Company Road;

THENCE SOUTH 0 degrees 30 minutes 50 seconds East, along chain link fence, 1390.49 feet to a 1/2" iron rod found at a chain link fence corner;

THENCE along a chain link fence as follows: South 85 degrees 32 minutes 06 seconds West 291.93 feet to a 1/2" iron rod found, North 45 degrees 27 minutes 02 seconds West 46.81 feet to a 3" chain link fence corner, South 79 degrees 28 minutes 00 seconds West 81.40 feet to a 1/2" iron rod found and South 86 degrees 27 minutes 16 seconds West 197.53 feet to a 1/2" iron rod found at the start of chain link fence East;

THENCE SOUTH 4 degrees 13 minutes 50 seconds East 41.73 feet to a 1/2" iron rod found for corner;

THENCE SOUTH 86 degrees 19 minutes 42 seconds West 201.68 feet to a 1/2" iron rod found for corner;

THENCE NORTH 4 degrees 10 minutes 16 seconds West 41.64 feet to a 1/2" iron rod found for corner at the beginning of a chain link fence West;

THENCE along a chain link fence as follows: South 86 degrees 20 minutes 03 seconds West 129.28 feet to a 1/2" iron rod found, North 16 degrees 51 minutes 33 seconds West 183.31 feet to a 1/2" iron rod found, South 62 degrees 30 minutes 15 seconds West 297.30 feet to a 1/2" iron rod found, North 21 degrees 27 minutes 25 seconds West 52.22 feet to a 1/2" iron rod found, South 69 degrees 32 minutes 02 seconds West 86.20 feet to a 1/2" iron rod found, South 65 degrees 18 minutes 31 seconds West 181.30 feet to a 1/2" iron rod found, North 60 degrees 40

minutes 12 seconds West 29.81 feet to a 1/2" iron rod found, North 23 degrees 14 minutes 21 seconds West 37.17 feet to a 1/2" iron rod found, North 0 degrees 02 minutes 47 seconds East 719.80 feet to a 1/2" iron rod found, South 86 degrees 38 minutes 43 seconds East 266.32 feet to a 1/2" iron rod found, and North 0 degrees 14 minutes 19 seconds West 594.73 feet to a 1/2" iron rod found in the South margin of F. M. Highway 2495;

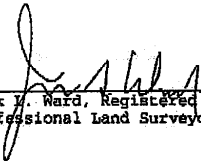
THENCE continuing along F. M. Highway 2495, North 82 degrees 59 minutes East 193.37 feet to a 1/2" iron rod found and North 82 degrees 52 minutes 31 seconds East 277.47 feet to a 1/2" iron rod found at P.C. of a curve;

THENCE around a curve to the right having a central angle of 8 degrees 11 minutes 26 seconds, a radius of 5680.35 feet, a distance of 812.02 feet to the place of beginning and containing 44.335 acres of land.

SURVEYOR'S CERTIFICATE

I, Jack L. Ward, Registered Professional Land Surveyor No. 1496, do hereby certify that I, at the instance of Steve Grant of Athens, Texas, went upon the ground and surveyed the above described tract of land and prepared the above field notes describing the boundaries of same just as they were found and surveyed upon the ground.

WITNESS my hand and seal at Athens, Texas, on this the 7th day of April, A.D. 1999.



Jack L. Ward, Registered
Professional Land Surveyor No. 1496

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

IN ADDITION TO THE EXCLUSIONS AND CONDITIONS AND STIPULATIONS, YOUR POLICY WILL NOT COVER LOSS, COSTS, ATTORNEY'S FEES, AND EXPENSES RESULTING FROM:

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW (WE MUST EITHER INSERT SPECIFIC RECORDING DATA OR DELETE THIS EXCEPTION):

THIS CLAUSE IS HEREBY DELETED.

2. ANY DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES OR ANY ENCRACEMENTS, OR PROTRUSIONS OR ANY OVERLAPPING OF IMPROVEMENTS.

3. HOMESTEAD OR COMMUNITY PROPERTY OR SURVIVORSHIP RIGHTS, IF ANY, OF ANY SPOUSE OF ANY INSURED. (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 1999 AND SUBSEQUENT YEAR, AND SUBSEQUENT, TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

6. THE TERMS AND CONDITIONS OF THE DOCUMENTS CREATING YOUR INTEREST IN THE

ATTORNEYS TITLE COMPANY

LAWYERS TITLE INSURANCE CORPORATION

LAND.

7. MATERIALS FURNISHED OR LABOR PERFORMED IN CONNECTION WITH PLANNED CONSTRUCTION BEFORE SIGNING AND DELIVERING THE LIEN DOCUMENT DESCRIBED IN SCHEDULE A, IF THE LAND IS PART OF THE HOMESTEAD OF THE OWNER. (APPLIES TO THE MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN ONLY, AND MAY BE DELETED IF SATISFACTORY EVIDENCE TO US BEFORE A BINDER IS ISSUED.)
8. LIENS AND LEASES THAT AFFECT THE TITLE TO THE LAND, BUT THAT ARE SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE. (APPLIES TO MORTGAGEE POLICY ONLY.)
9. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENT CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
 - A. Reservation of all minerals by predecessors in title, together with all rights thereto expressed or implied.
 - B. EASEMENT AND RIGHT OF WAY shown in instrument dated DEC. 16, 1940 from HARBISON-WALKER REFRACTORIES CO., A PENNSYLVANIA CO. to TEXAS POWER & LIGHT CO., recorded in Volume 247 Page 236 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
 - C. EASEMENT AND RIGHT OF WAY shown in instrument dated DEC. 5, 1955 from OLIVE-MYERS SPALTI MFG. CO. to TEXAS POWER & LIGHT CO., recorded in Volume 438 Page 305 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
 - D. EASEMENT AND RIGHT OF WAY shown in instrument dated DEC. 14, 1955 from HARBISON-WALKER REFRACTORIES CO. to TEXAS POWER & LIGHT CO., recorded in Volume 438 Page 301 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
 - E. EASEMENT shown in instrument dated JAN. 16, 1956 from HARBISON WALKER REFRACTORIES CO., A CORP. to LONE STAR GAS CO., recorded

- in Volume 438 Page 67 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
- F. RIGHT OF WAY EASEMENT shown in instrument dated NOV. 4, 1958 from HARBISON WALKER REFRACTORIES CO. to STATE OF TEXAS, recorded in Volume 466 Page 335 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
- G. EASEMENT shown in instrument dated NOV. 19, 1940 from JOE HURT ET AL to TEXAS POWER & LIGHT CO., recorded in Volume 248 Page 1 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
- H. EASEMENT AND RIGHT OF WAY shown in instrument dated OCT. 11, 1948 from DORIS ROBINSON ET AL to TEXAS POWER & LIGHT CO., recorded in Volume 342 Page 517 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
- I. RIGHT OF WAY AND EASEMENT shown in instrument dated DEC. 22, 1955 from OLIVE-MYERS-SPALTI MFG. CO. to LONE STAR GAS CO., recorded in Volume 438 Page 47 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
- J. EASEMENT AND RIGHT OF WAY shown in instrument dated OCT. 8, 1956 from OLIVE-MYERS-SPALTI MFG. CO. to TEXAS POWER & LIGHT CO., recorded in Volume 449 Page 84 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
- K. RESERVATION OF MINERALS AS SET OUT IN DEED dated MARCH 26, 1953 from E.P. HURT ET AL to HENDERSON COUNTY CHAMBER OF COMMERCE, recorded in Volume 389 Page 448 of the Henderson County Deed Records, reference to which instrument is here made for all purposes, together with all rights, express or implied in and to the property covered by this policy arising out of or

connected with said interests and conveyance. Title to said interest, including any subsequent leases, not checked subsequent to the date of the aforesaid instrument.

- L. RESERVATION OF AN UNDIV. 1/2 INT. IN MINERALS INCLUDING LEASE RIGHTS AS SET OUT IN DEED dated FEB. 8, 1960 recorded in Volume 474 Page 429 of the Henderson County Deed Records, reference to which instrument is here made for all purposes, together with all rights, express or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest, including any subsequent leases, not checked subsequent to the date of the aforesaid instrument.
- M. SURFACE ESTATE ONLY.
- N. RIGHT OF WAY EASEMENT shown in instrument dated AUG. 9, 1993 from BOB ANDERSON TRUSTEE to UNITED TELEPHONE CO. OF TEXAS, recorded in Volume 1488 Page 5 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
- O. Terms, conditions and stipulations of OIL, GAS & MINERAL Lease dated JAN. 30, 1997 from GREENWALL LIQUIDATING TRUST to SONAT EXPLORATION CO., recorded in Volume 1744 Page 214 of the Henderson County Deed Records. Title to said interest, including any subsequent leases, not checked subsequent to the date of the aforesaid instrument.
- P. Terms, conditions and stipulations of LEASE dated JAN. 1, 1995 from E. HERBERT GATLIN, JR., TRUSTEE OF THE GREENWALL LIQUIDATING TRUST to LORAX, recorded in Volume 1774 Page 506 of the Henderson County Deed Records.
- Q. Subject to Memorandum of Sublease dated 7/27/98 from Lorax Corporation to Atco Products, Inc. recorded in Vol. 1848 Page 834 Real Property Records of Henderson County, Texas.
- R. Subject to 13.463 acres being used as an ultimate disposal of industrial solid waste as set out in Affidavit dated 2/16/76 from Burke Mathes, Jr. to the Public and recorded in Volume 772, Page 538 of the said Deed Records.
- S. Subject to UCC-Financing Statement recorded in Vol. 1748 Page

594 dated 5/16/97 executed by Texas Ragtime, Inc. & Texas Charity Resources to Citizens National Bank, Ft. Worth, Texas.

- T. Subject to Memorandum of Lease recorded in Vol. 1757 Page 695 dated 5/2/97 by Lorax Corporation (Landlord) & Texas Ragtime, Inc.
- U. EASEMENT AND RIGHT OF WAY shown in instrument dated JULY 23, 1998 from HERBERT GATLIN, TRUSTEE FOR GREENWALL LIQUIDATING TRUST to TEXAS UTILITIES ELECTRIC CO., recorded in Volume 1866 Page 829 of the Henderson County Deed Records. Title to said interest, including any subsequent easements, not checked subsequent to the date of the aforesaid instrument.
- V. Number 2 above is amended to read 'Shortages in area.'

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 MATERIALMAN'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.
 - A. We will require a copy of the signed closing statement and/or disbursement sheet if file does not close in our office.
 - B. Require Sellers/Owners to execute an Affidavit as to Debts and Liens in regards to Bankruptcy, Federal Tax Liens, Judgments, etc., on prescribed form.
 - C. We will require a waiver of inspection signed by Purchasers.
 - D. We will require a 1099-S on all transactions involving a Sale.

- E. NOTE TO ALL BUYERS, SELLERS, BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THIS COMMITMENT. The following constitutes a major change in the procedures and requirements for disbursement of funds by the title agent pursuant to this transaction: Effective August 1, 1988, The State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. The term "Good Funds" is defined as: (1) Cash or Wire Transfers; (2) Certified Funds, including Certified Checks and Cashier's Checks; (3) Uncertified Funds in amounts less than \$1500.00, including Checks, Traveler's Checks, Money Orders and Negotiable Orders of Withdrawal; provided multiple items shall not be used to avoid the \$1500.00 limitation; and (4) Uncertified Funds in amounts of \$1500.00 or more, Drafts, and any other item when collected by the Financial Institution.
- F. Determine that all taxing information received from all taxing agencies and verification that tax certificates furnished represent all taxes on property to be insured. ALL TAXES MUST BE PAID.
- G. IF TRANSACTION CLOSSES IN OUR OFFICE WE WILL REQUIRE TWO FORMS OF IDENTITY FOR EACH PARTY. (EXAMPLE: DRIVER'S LICENSE AND SOCIAL SECURITY CARD.)
- H. We will require a release OR Subordination of Deed of Trust dated 1/31/90 from Harvey Joint Venture to J.Terry Smith, Trustee for Bank One Texas N.A. & recorded in Vol. 294 Page 869 D/T Records of Henderson County, Texas, and Addendum dated 5/10/91 & recorded in Vol. 1376 Page 453 and assigned on 3/22/95 to Lorax Corporation fka Greenwall Insulation Company & recorded in Vol. 1633 Page 826 Real Property Records of Henderson County, Texas.
- I. We will require a release OR Subordination of UCC-Financing Statement dated 6/5/85 from Harvey Joint Venture to 1st City National Bank of Tyler recorded in Vol. 222 Page 106 as assigned to Lorax Corporation fka Greenwall Insulation Company on 3/22/95 & recorded in Vol. 1633 Page 826 & on 11/3/95 & recorded in Vol. 1633 Page 833 Real Property Records of Henderson County, Texas.
- J. We will require a release OR Subordination of UCC-Financing

- Statement dated 6/5/85 from Harvey Industries, Inc. to 1st City National Bank, Tyler and recorded in Vol. 222 Page 109 as assigned to Lorax Corporation fka Greenwall Insulation Company on 3/22/95 & recorded in Vol. 1633 Page 826 & on 11/3/95 & recorded in Vol. 1633 Page 832 Real Property Records of Henderson County, Texas.
- K. We will require a release of Deed of Trust dated SEPTEMBER 2, 1997 filed for record in the office of the County Clerk of HENDERSON County, Texas on SEPTEMBER 12, 1997, recorded in Vol. 1774 Page 531, of the REAL PROPERTY Records of HENDERSON County, Texas, from LORAX CORPORATION to TAMELA K. COOPER, Trustee, securing the payment of one certain promissory note of even date therewith in the principal amount of \$510,000.00 payable to the order of ENTERPRISE NATIONAL BANK OF PALM BEACH, A NATIONAL BANKING ASSOCIATION as therein provided.
- L. We will require a release of Absolute Assignment of Rents dated September 2, 1997 between Lorax Corporation, a Texas Corporation and Enterprise National Bank of Palm Beach, a National Banking Association filed for record in the office of the County Clerk of Henderson County, Texas on September 12, 1997 in Vol. 1774 Page 550 Real Property Records Henderson County, Texas.
- M. We will require a release of Non Uniform Financing Statement dated September 2, 1997 from Lorax Corporation to Enterprise National Bank of Palm Beach filed for record in the office of the County Clerk of Henderson County, Texas on September 12, 1997 recorded Vol. 1774 Page 559, Real Property Records Henderson County, Texas.
- N. We will require a release of Landlord's Estoppel Certificate and Agreement dated August 27, 1997 between E. Herbert Gatlin, Jr., Trustee of the Greenwall Liquidating Trust (Landlord) and Enterprise National Bank of Palm Beach, a National Banking Association filed for record in the office of the County Clerk of Henderson County, Texas on September 12, 1997 recorded in Vol. 1774 Page 563 Real Property Records Henderson County, Texas.
- O. We will require a release of Non Uniform Financing Statement dated September 2, 1997 from Lorax Corporation to Enterprise National Bank of Palm Beach filed for record in the office of

the County Clerk of Henderson County, Texas on September 12, 1997 under Clerk's File No. 185, Financing Statement Records Henderson County, Texas.

- P. We will require a Release of Deed of Trust dated SEPTEMBER 2, 1997 filed for record in the office of the County Clerk of HENDERSON County, Texas on SEPTEMBER 12, 1997, recorded in Vol. 1774 Page 588 of the REAL PROPERTY Records of HENDERSON County, Texas, from LORAX CORPORATION, A TEXAS CORPORATION to TAMELA K. COOPER, Trustee, securing the payment of one certain promissory note of even date therewith in the principal amount of \$375,000.00 payable to the order of ENTERPRISE NATIONAL BANK OF PALM BEACH A NATIONAL BANKING ASSOCIATION as therein provided.
- Q. We will require a release of Financing Statement dated 9/2/97 from Lorax Corporation to Enterprise National Bank of Palm Beach recorded in Henderson County, Texas under Financing Statement Records #186.
- R. We will require a release of Absolute Assignment of Rents dated 9/2/97 from Lorax Corporation to Enterprise National Bank of Palm Beach and recorded in Vol. 1774 Page 607 Real Property Records of Henderson County, Texas.
- S. We will require a release of Non-Uniform Financing Statement dated 9/2/97 from Lorax Corporation to Enterprise National Bank of Palm Beach and recorded in Vol. 1774 Page 616 Real Property Records of Henderson County, Texas.
- T. We will require sworn statements from Greenwall Liquidating Trust c/o E. Herbert Gatlin, Trustee & Lorax Corporation that (a) there are no unrecorded amendments, modifications or transfers affecting the lease and (b) there has been no breach of any covenants, conditions, stipulations or other provisions of the lease on either side thereof and that said Lease is in full force and effect.
- U. We will require a release of Deed of Trust dated 9/1/98 from Lorax Corporation to Tamela K. Cooper, Trustee for Enterprise National Bank of Palm Beach filed 10/7/98 in Vol. 1861 Page 510 Real Property Records of Henderson County, Texas.
- V. We will require a certificate in good standing on Lorax Corporation.

ATTORNEYS TITLE COMPANY

LAWYERS TITLE INSURANCE CORPORATION

- W. We will require Landlord's Estoppel Certificate and Agreement.
- X. We will require a Resolution on Lorax Corporation stating officers and authorizing the mortgage of this property (44.335 ac.) and sign legal documents.
- Y. We will require copy of Greenwall Liquidating Trust Agreement.
- Z. We will require an owner's rejection form properly executed if an owner's policy is not requested at this time.
- AA. We will require a deed of trust and note from Lorax Corporation (Leasehold owner) to Transamerica Business Credit Corporation for \$3,468,850.00. (NOTE: This deed of trust cannot extend past the term of the lease as described in 1774/506.)

COUNTERSIGNED:
ATTORNEYS TITLE COMPANY



AUTHORIZED SIGNATURE

ATTORNEYS TITLE COMPANY

LAWYERS TITLE INSURANCE CORPORATION