Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, and title insurance rule 13.14.18.9 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located, except as authorized by law.

NM FORM 6: COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

Issuing Office File Number: **26-3297**

Commitment for Title Insurance
NM Form 6

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: **Network Closing Services, Inc. dba Pioneer Title and Escrow**
Issuing Office: **12 Crestview Drive, Angel Fire, NM 87710**
Issuing Office's ALTA® Registry ID: **1048905**

Issuing Office File Number: **26-3297**
Property Address: **53 Sugar Lane, El Prado, NM 87529**

SCHEDULE A

1. Commitment Date: **September 15, 2026**, at **8:00 am**

2. Policy to be issued:

a. NM FORM 1 Owner's Policy
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: **Fee Simple**

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in **Teresa M. Markwell, as Trustee of the Mark 8 Trust, dated May 3, 2013**
and, as disclosed in the Public Records, has been since **December 22, 2020**

5. The Land is described as follows:

Parcel "A"

A certain tract of land situated in a part of projected Section 2, Township 25 North, Range 12 East, New Mexico Principal Meridian, near Colonias, County of Taos, State of New Mexico, within the Antonio Martinez Grant; described as part of Tract 32, Map 26, Survey 2 of the 1941 Taos County Reassessment Survey, Taos County, New Mexico, being more particularly described as follows:

Beginning at the northeast corner of this tract, a ½ inch rebar with plastic cap, NMLS #14833, set, whence State Engineer's Office control point, "Velvet", a standard brass cap monument found, bears North 39° 48' 56" East, a distance of 1486.30 feet, thence;

South 28° 26' 40" West, a distance of 718.33 feet to a ½ inch rebar with plastic cap, NMLS #14833, set, thence;
North 43° 00' 49" West, a distance of 331.24 feet to a ½ inch rebar, no cap, found, thence;
North 28° 26' 40" East, a distance of 512.97 feet to a ⅝ inch OD pipe, no cap, found, thence;
North 51° 16' 07" East, a distance of 195.17 feet to a ½ inch rebar, no cap, found, thence;
South 43° 01' 46" East, a distance of 251.36 feet to the Point of Beginning.

and

NM FORM 6: COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

Parcel "B"

A certain tract of land situated in a part of projected Section 2, Township 25 North, Range 12 East, New Mexico Principal Meridian, near Colonias, County of Taos, State of New Mexico, within the Antonio Martinez Grant; described as part of Tract 32, Map 26, Survey 2 of the 1941 Taos County Reassessment Survey, Taos County, New Mexico, being more particularly described as follows:

Beginning at the northwest corner of this tract, a ½ inch rebar with plastic cap, NMLS #14833, set, whence State Engineer's Office control point, "Velvet", a standard brass cap monument found, bears North 39° 48' 56" East, a distance of 1486.30 feet, thence;

South 43° 01' 46" East, a distance of 292.01 feet to a ½ inch rebar, no cap, found, thence;
South 17° 06' 12" West, a distance of 460.21 feet to a ⅝ inch OD pipe, no cap, found, thence;
South 07° 58' 57" West, a distance of 363.01 feet to a ½ inch rebar, no cap, found, thence;
North 43° 00' 49" West, a distance of 521.34 feet to a ½ inch rebar with plastic cap, NMLS #14833, set, thence;
North 28° 26' 40" East, a distance of 718.33 feet to the Point of Beginning.

CHICAGO TITLE INSURANCE COMPANY

By: Richard W. Morris

Authorized Signatory

NM FORM 6: COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

Commitment for Title Insurance
NM Form 6

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

a. **Warranty Deed from Teresa M. Markwell, Individually and as Trustee of The Mark 8 Trust, dated May 3, 2013 to To Be Determined conveying the subject property. *ADDITIONAL FEES WILL BE REQUIRED.* *CURRENT DEED***

b. **Affidavit in recordable form from Teresa M. Markwell, Individually and as Trustee of The Mark 8 Trust, dated May 3, 2013 establishing that there are no adverse matters against them recorded in the Records of Taos County, New Mexico.**

5. **Release of Mortgage from Teresa M. Markwell, as Trustee of the Mark 8 Trust, dated 05/3/2013, amended 08/12/2015 and second amended 9/18/2017 to MERS, Inc. as nominee for Waterstone Mortgage Corporation, dated 12/22/2020, recorded in Book 1072, Page 2001, and re-recorded in Book 1079, Page 181, of the Records of Taos County, New Mexico, in the amount of $648,000.00.**

6. **Affidavit in recordable form establishing that there are no adverse matters against the Owners of Record recorded in the Records of Taos County, New Mexico, in which the subject property is situated.**

7. **Evidence in satisfactory form indicating payment to a current date of all maintenance charges, recreational fees or other Association assessments applicable to the land.**

8. **Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing.**

9. **Provide the company with a currently dated Improvement Location Report of the land and improvements thereon, as necessary for removal of standard exceptions for buyer and/or lender. All transactions $1,000,000 and over will require a boundary survey as necessary for removal of standard exceptions for buyer and/or lender. NOTE: YOU ARE NOT AUTHORIZED TO ORDER AN ILR WITHOUT WRITTEN APPROVAL FROM THE TITLE COMPANY.**

10. **Trustee's Affidavit from The Mark 8 Trust to be obtained and placed of record; TOGETHER with a copy of Page 1, Beneficiary Page, Power Page, and Signature Page of said Trust to be attached as Exhibit "A" thereto.**

11. **Provide the Company with a fully executed contract between seller and buyer.**

This page is only a part of a NM Form 6 Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

12. Provide Social Security Numbers for seller and buyer and complete bankruptcy search prior to funding.

13. Authorization to close - updated title commitment to be requested and received by customer prior to closing.

14. Taxes for the First Half of the year 2026 are due in the amount of $2,643.57, good through 12/10/2026; Taxes for the Second Half of the year 2026 are due in the amount of $2,643.56, good through 5/10/2027 (Tract A).

15. Taxes for the First Half of the year 2026 are due in the amount of $257.20, good through 12/10/2026; Taxes for the Second Half of the year 2026 are due in the amount of $257.19, good through 5/10/2027 (Tract B)

NOTE: The company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional information.

NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.

NOTE: FEDERAL LAW MAY REQUIRE THE COLLECTION AND REPORTING OF SPECIFIC INFORMATION IN CONNECTION WITH CERTAIN REAL ESTATE TRANSACTIONS TO COMPLY WITH ANTI-MONEY LAUNDERING REPORTING REQUIREMENTS ADMINISTERED BY THE FINANCIAL CRIMES ENFORCEMENT NETWORK (FINCEN) OF THE U.S. DEPARTMENT OF THE TREASURY.

IF THIS TRANSACTION IS SUBJECT TO ANY SUCH REPORTING REQUIREMENTS, THE SETTLEMENT AGENT MAY BE REQUIRED UNDER APPLICABLE LAW TO REQUEST SPECIFIC INFORMATION FROM ONE OR MORE PARTIES TO THE TRANSACTION PRIOR TO CLOSING. PARTIES MAY BE ASKED TO PROVIDE SUCH INFORMATION IN ORDER FOR THE SETTLEMENT AGENT TO COMPLY WITH FEDERAL REPORTING REQUIREMENTS.

THIS NOTICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, IS NOT A CONDITION TO THE ISSUANCE OF ANY TITLE INSURANCE POLICY AND DOES NOT AFFECT CLOSING REQUIREMENTS OR TIMELINES UNDER THIS COMMITMENT. THE TITLE INSURER DOES NOT PROVIDE LEGAL, TAX, OR REGULATORY ADVICE AND MAKES NO REPRESENTATION REGARDING WHETHER ANY ANTI-MONEY LAUNDERING OR OTHER REPORTING REQUIREMENTS APPLY TO THIS TRANSACTION. THE TITLE INSURER HAS NO OBLIGATION TO DETERMINE WHETHER ANY SUCH REQUIREMENTS APPLY. THE SETTLEMENT AGENT, ACTING IN ITS INDEPENDENT CAPACITY AND NOT AS AN AGENT OF THE TITLE INSURER FOR COMPLIANCE PURPOSES, IS SOLELY RESPONSIBLE FOR IDENTIFYING AND COMPLYING WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL REPORTING OBLIGATIONS.

NM FORM 6: COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART II—Exceptions

Some historical land records contain discriminatory covenants that are illegal and unenforceable by law. This commitment and the policy treat any discriminatory covenant in a document referenced in schedule b as if each discriminatory covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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. Encroachments, overlaps, conflicts in boundary lines, or other matter which would be disclosed by an accurate survey and inspection of the premises.

4. Any lien, claim 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. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).

6. Water rights, claims or title to water.

7. Taxes for the year **2026**, and thereafter. (See 13.14.5.12 NMAC)

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

10. Subject to restrictions, reservations, easements and covenants of record, if any.

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. policy form (NM form 34), any policy to be issued pursuant to this commitment will be endorsed or modified in schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American land title association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

11. Restrictions, reservations, easements, setbacks and other matters indicated and/or shown on that certain Plat recorded in Plat Cabinet E, Page , 186-A, of the Records of Taos County, New Mexico.

12. Reservations contained in the Patent from The United States of America to Antonio Martinez Grant, dated May 8, 1896 and filed for record in Book A-16 at pages 68-97, records of Taos County, New Mexico.

13. Easement notarized March 31, 1989, from Arlene F. Bernard, to Kit Carson Electric Cooperative, Inc., and filed for record in Book M-131 at pages 307-308, records of Taos County, New Mexico.

14. Reservations and restrictions as contained in that Warranty Deed from L. Gilbert Vargas, et ux., to Arlene F. Bernard, and filed for record in Book A-169 at pages 456-459, as amended on September 20, 2002 in Book M-341 at pages 308-311, records ofTaos County, New Mexico.

15. Track road/trail traversing subject property and any easements or claims of easement for the well casing, electric meter, electric box (transformer), lp tanks, solar panels and wind generator, and any underground utility lines associated therewith; all as more fully shown on that plat ofsurvey entitled, "Deahni Kipnis", by Craig T. Gillio, NMLS #14833, of Taos Surveying, certified June 27, 2010, bearing project no. 207-146 and being filed for record in Cabinet E at page 186-A, records ofTaos County, New Mexico.

16. Change of Ownership of Water Right recorded in Book 862, Page 779, records of Taos County, New Mexico.

17. Change of Ownership of Water Right recorded in Book M-450, Pages 791-792, records of Taos County, New Mexico.

18. Easement contained in Special Warranty Deed recorded in Book A-156, Page 431, records of Taos County, New Mexico.

19. Any possible city water, garbage and sewer, and weed or structure removal assessments, which may be a lien by law, but have not been filed for record in the office of the county clerk of Taos County, New Mexico.

NM FORM 6: COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

Commitment for Title Insurance
NM Form 6

NOTE: The following is for informational purposes only and is not to be considered as part of the coverage afforded by this binder/policy.

NOTE: Taxes for the First Half of the year 2026 are due in the amount of $2,643.57, good through 12/10/2026; Taxes for the Second Half of the year 2026 are due in the amount of $2,643.56, good through 5/10/2027; Tax I.D. Number 1071150321376; Owner # 25124; Assessed Value $276,373.00. (Tract A) *TAX BILL*

NOTE: Taxes for the First Half of the year 2026 are due in the amount of $257.20, good through 12/10/2026; Taxes for the Second Half of the year 2026 are due in the amount of $257.19, good through 5/10/2027; Tax I.D. Number 1071150347340; Owner # 85339; Assessed Value $20,966.00. (Tract B) *TAX BILL*

Taxes are issued and fully payable on November 10th, late after December 10th and 2nd half due by April 10th and late after May 10th.

Tax Payment Address:
Taos County Treasurer
105 Albright Rd # F
Taos, NM 87571
575-737-6340