

First American Title Insurance Company

FATIC-217P
ALTA COMMITMENT 1982

TITLE INSURANCE COMMITMENT



Issued by

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.


Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



First American Title Insurance Company

CONDITIONS

1. **DEFINITIONS** (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.
2. **LATER DEFECTS** The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.
3. **EXISTING DEFECTS** If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.
4. **LIMITATION OF OUR LIABILITY** Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT** Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

First American Title Insurance Company

FATIC 213X
ALTA Commitment (1982)

SCHEDULE A

Agent File No:

1. Commitment Date: **08/21/2007** at 8:00 a.m.

2. Policy (or Policies) to be issued:
 - (a) Owner's Policy (Identify policy type below) Policy Amount \$ **TBD**
ALTA Owners Policy (10-17-92)
Proposed Insured: **To Be Determined**

 - (b) Loan Policy (Identify policy type below) Policy Amount \$
ALTA Loan Policy (10-17-92)
Proposed Insured:

 - (c) Other Policy (Identify policy type below) Policy Amount \$
Proposed Insured:

3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
G & J Rentals, a Tennessee general partnership

4. The land referred to in this Commitment is described as follows :
See Attached Schedule C Continued

Issuing Office File No: NCS-315531-NAS

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

First American Title Insurance Company

FATIC 214X
ALTA Commitment (1982)

SCHEDULE B - SECTION 1 REQUIREMENTS

Agent's File No.:

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interests in the land and/or mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
 - a) Record a Deed from G & J Rentals, a Tennessee general partnership to To Be Determined.
5. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.

Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

First American Title Insurance Company

FATIC 216X
ALTA Commitment (1982)
(with printed mineral exception)

SCHEDULE B - SECTION 2 EXCEPTIONS

Agent's File No.:

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any rights, interests or claims of parties in possession of the land not shown by the public records.
3. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
4. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
6. If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.
7. No insurance is afforded as to the acreage or square footage contained in the insured property.
8. Taxes and assessments for the year **2007** and subsequent years, which are not yet due and payable. (Map & Parcel #7N-B-27.00 - 2006 County and City taxes Past Due and DELINQUENT; 2005 County and City taxes Past Due and DELINQUENT)
9. Deed of Trust, Assignment of Rents and Security Agreement from Stanley Jones Realty, Inc., a Tennessee corporation and G & J Rentals, a Tennessee general partnership to David Short, Trustee for the benefit of First State Bank dated June 26, 1996 and recorded on July 1, 1006 in Book 53-O, Page 181, Register's Office for Obion County, Tennessee, in the original amount of \$2,712,500.00, as partially released by Partial Release of Deed of Trust of record in Book 69-A, page 65, said Register's Office and as partially released by Partial Release of Deed of Trust of record in Book 69-B, page 631, said Register's Office.

First American Title Insurance Company

10. Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Financing Statement from Stanley Jones Corporation, a Tennessee corporation, G & J Rentals, a Tennessee general partnership comprised of John C. Jones and Stanley G. Jones, II, John C. Jones and wife Judith Kay Jones, and Stanley G. Jones, II, and wife Bette Jean Jones to Sam J. McAllester, Trustee for the benefit of First Tennessee Bank National Association, a national banking association dated October 5, 2005 and recorded on October 10, 2005 in Book 67-Z, Page 635, Register's Office for Obion County, Tennessee, in the original amount of \$1,000,000.00.
11. Restrictions of record in Book 14-K, page 325, Register's Office for Obion County, Tennessee.
12. Easement of record in Deed Book 26-U, page 382, Register's Office for Obion County, Tennessee.

First American Title Insurance Company

Schedule C

Agent File No.:

LAND SITUATED IN THE 16TH CIVIL DISTRICT OF OBION COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I

TRACT 1: BEGINNING AT A POINT IN THE EAST LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY #45-E, AT THE SOUTHWEST CORNER OF THE LOT NOW OWNED BY STANLEY G. JONES, ET UX; THENCE SOUTH AND AT A 90 DEGREE ANGLE WITH THE SOUTH LINE OF COLLINWOOD STREET 25 FEET; THENCE EAST AND PARALLEL WITH JONES' SOUTH LINE 250 FEET, MORE OR LESS, TO THE WEST LINE OF A 15-FOOT ALLEY WHICH RUNS NORTH AND SOUTH IN SAID SUBDIVISION AS PLATTED AND RECORDED IN PLAT BOOK 3, PAGE 35, REGISTER'S OFFICE OF OBION COUNTY, TENNESSEE; THENCE NORTH AND ALONG THE WEST LINE OF SAID ALLEY 25 FEET TO THE JONES' SOUTHEAST CORNER; THENCE WEST AND ALONG JONES' SOUTH LINE 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT 2: SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SOUTH FULTON, TENNESSEE, AND BEGINNING AT A POINT IN THE SOUTH LINE OF PROPERTY OF ROBERT BELLEW WHICH POINT IS 139 FEET WEST OF AN IRON STAKE, THE SOUTHEAST CORNER OF SAID ROBERT BELLEW, THENCE NORTH 100 FEET TO A STAKE IN THE NORTH LINE OF ROBERT BELLEW PROPERTY AND THE NORTHEAST CORNER OF THE PROPERTY HEREIN CONVEYED; THENCE WEST WITH SAID LINE 96-1/2 FEET, MORE OR LESS, TO A STAKE, THE NORTHWEST CORNER OF THE PROPERTY HEREIN CONVEYED; THENCE SOUTH 100 FEET TO A STAKE, THE SOUTHWEST CORNER OF THE PROPERTY HEREIN CONVEYED; THENCE EAST 96-1/2 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL II

TRACT 1: BEGINNING AT A POINT IN THE EAST LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 45E, WHICH POINT IS 200 FEET SOUTH OF THE SOUTH LINE OF THE COUNTY LINE ROAD; THENCE EAST 228-1/2 FEET TO A STAKE WHICH IS 200 FEET SOUTH OF THE SOUTH LINE OF COUNTY LINE ROAD; THENCE SOUTH 50 FEET TO A STAKE, WHICH IS 250 FEET SOUTH OF THE SOUTH LINE OF THE COUNTY LINE ROAD; THENCE WEST 221-1/2 FEET TO A STAKE IN THE EAST LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 45E, WHICH POINT IS 250 FEET SOUTH OF THE SOUTH LINE OF THE COUNTY LINE ROAD; THENCE NORTH AND ALONG THE EAST LINE OF THE RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 45E 50 FEET TO THE POINT OF BEGINNING.

TRACT 2: BEGINNING AT A POINT IN THE EAST LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 45E AT THE SOUTHWEST CORNER OF THE LOT OWNED BY CLYDE FIELDS AND WHICH POINT IS APPROXIMATELY 250 FEET SOUTH OF THE POINT OF INTERSECTION OF THE SAID RIGHT-OF-WAY LINE AND THE SOUTH LINE OF COLLINWOOD STREET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF COLLINWOOD STREET 299 FEET, MORE OR LESS, TO THE WEST LINE OF A 15-FOOT ALLEY, WHICH RUNS NORTH AND SOUTH IN I.M. JONES' SUBDIVISION TO THE CITY OF SOUTH FULTON AS PLATTED AND RECORDED IN PLAT BOOK 3, PAGE 35, IN THE REGISTER'S OFFICE OF OBION COUNTY, TENNESSEE; THENCE SOUTH AND ALONG THE WEST LINE OF SAID ALLEY 200 FEET; THENCE WEST AND PARALLEL TO THE NORTH LINE OF THIS LOT, AS ABOVE DEFINED, 250 FEET, MORE OR LESS, TO THE SAID EAST LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 45E; THENCE NORTH AND ALONG SAID RIGHT-OF-WAY LINE 200 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

First American Title Insurance Company

TRACT 3: BEGINNIG AT A POINT IN THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 45E, SAME BEING THE SOUTHWEST CORNER OF A LOT CONVEYED TO STANLEY JONES BY I.M. JONES, ET UX, BY DEED DATED AUGUST 31, 1962, OF RECORD IN DEED BOK 14-K, PAGE 325, REGISTER'S OFFICE OF OBION COUNTY, TENNESSEE; THENCE SOUTH 10° 14' EAST ALONG THE EAST LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 45E 25 FEET TO A STAKE; THENCE NORTH 84° 30' EAST 212 FEET, MORE OR LESS, TO THE CENTER OF AN ALLEY WHICH RUNS NORTH AND SOUTH; THENCE NORTH ALONG THE CENTER LINE OF SAID ALLEY 25 FEET, MORE OR LESS, TO STANLEY JONES' SOUTHEAST CORNER; THENCE NORTH 83° WEST ALONG STANLEY JONES' SOUTH LINE 261 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM IS THE FOLLOWING DESCRIBED PROPERTY CONVEYED BY G & J RENTALS AND JOHN C. JONES AND HIS WIFE, JUDITH K. JONES TO W.D. JONES, OF RECORD IN DEED BOOK 26-U, PAGE 382, REGISTER'S OFFICE FOR OBION COUNTY, TENNESSEE. DESCRIBED AS FOLLOWS:

BEING ON TAX MAP 7N, OF GROUP "B" AND PART OF PARCEL 27 AND PART OF PARCEL 28 FOR THE COUNTY OF OBION CO., TENNESSEE AND ALSO BEING IN THE 16TH CIVIL DISTRICT OF SAID COUNTY AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY OF BROADWAY, POINT BEING IN THE SOUTHWEST CORNER OF TAX MAP 7N, GROUP "B", PARCEL 1 (NOW MASON) AND THE NORTHWEST CORNER OF TAX MAP 7N, GROUP "B", PARCEL 28 (NOW G & J RENTALS), NORTH 88 DEGREES, 28 MINUTES AND 42 SECONDS EAST WITH THE SOUTH LINE OF PARCEL 1 (MASON) FOR A DISTANCE OF 124.34 FEET TO A POINT IN THE SOUTHWEST CORNER OF TAX MAP 7N, GROUP "B", PARCELS 2 & 2.01 (NOW CHANDLER), NORTH 88 DEGREES, 50 MINUTES AND 17 SECONDS EAST WITH THE SOUTH LINE OF PARCEL 2 & 2.01 (NOW CHANDLER) FOR A DISTANCE OF 7.29 FEET TO AN OLD FENCE POST AND THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED; THENCE NORTH 87 DEGREES, 56 MINUTES AND 04 SECONDS EAST WITH THE SOUTH OF PARCEL 2 & 2.01 (NOW CHANDLER) FOR A DISTANCE OF 94.49 FEET TO A FENCE POST IN THE SOUTHEAST CORNER OF PARCEL 2 & 2.01 (NOW CHANDLER) AND THE SOUTHWEST CORNER OF TAX MAP 7N, GROUP "B", PARCEL 3 (NOW MOORE); THENCE NORTH 88 DEGREES, 07 MINUTES AND 04 SECONDS EAST WITH THE SOUTH LINE OF PARCEL 3 (NOW MOORE) FOR A DISTANCE OF 71.25 FEET TO A FENCE POST IN THE SOUTHEAST CORNER OF PARCEL 3 (NOW MOORE) AND THE SOUTHWEST CORNER OF TAX MAP 7N, GROUP "B", PARCEL 4 (NOW SWINNEY); THENCE NORTH 88 DEGREES, 20 MINUTES AND 19 SECONDS EAST WITH THE SOUTH LINE OF PARCEL 4 (NOW SWINNEY) FOR A DISTANCE OF 21.59 FEET TO AN OLD IRON PIN, IRON PIN BEING IN THE WEST MARGIN OF A 15 FOOT ALLEY AND IRON PIN ALSO BEING THE NORTHEAST CORNER OF THE LOT HEREIN DESCRIBED; THENCE SOUTH 1 DEGREE, 12 MINUTES AND 23 SECONDS EAST WITH THE WEST MARGIN OF SAID 15 FOOT ALLEY FOR A DISTANCE OF 75.08 FEET TO AN IRON PIN SET IN PAVEMENT, IRON PIN BEING THE SOUTHEAST CORNER OF THE LOT HEREIN DESCRIBED; THENCE MAKING A NEW LINE THROUGH PARCEL 27, SOUTH 89 DEGREES, 27 MINUTES AND 20 SECONDS WEST FOR A DISTANCE OF 188.03 FEET TO A PK NAIL SET IN PAVEMENT, PK NAIL BEING THE SOUTHWEST CORNER OF THE LOT HEREIN DESCRIBED; THENCE MAKING A NEW LINE THROUGH PARCEL 27 AND CONTINUING WITH PARCEL 28, NORTH 0 DEGREES, 38 MINUTES AND 18 SECONDS WEST FOR A DISTANCE OF 70.48 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.31 ACRES.

BEING PART OF THE SAME PROPERTY CONVEYED TO G & J RENTALS, A TENNESSEE GENERAL PARTNERSHIP BY QUITCLAIM DEED OF RECORD IN BOOK 20-L, PAGE 559, REGISTER'S OFFICE OF OBION COUNTY, TENNESSEE.

First American Title Insurance Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.