



First American Title Insurance Company

First American Title Insurance Company

COMMITMENT INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
315 Deaderick Street, Amsouth Center, Suite 2055
Nashville, TN 37238

or

The office which issued this Commitment

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TITLE INSURANCE COMMITMENT

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 (6) 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-I.
- The Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

BY *Curt B. Johnson* PRESIDENT

ATTEST *Marilyn H. King* SECRETARY



SCHEDULE A

1. Commitment Date: May 06, 2008 at 8:00 A.M.
2. Policy (or Policies) to be issued:
 - a. ALTA Owners Policy (06-17-06) \$TBD

Proposed Insured:
TBD
 - b. ALTA Loan Policy (06-17-06) \$

Proposed Insured:
3. Fee interest in the land described in this Commitment is owned, at the Commitment Date, by Corinthian Custom Homes, Inc., a Tennessee corporation .
4. The Land referred to in this Commitment is described as follows:

See Schedule A attached hereto and made a part hereof:

SCHEDULE A (Continued)

File No.: **NCS-359822-NAS**

Land in Davidson County, Tennessee, being Lot No. 296 on the Final Plat of Riverwalk, Phase 3-C, as of record in Instrument No. 20050706-0077607, as corrected by Surveyor's Certificate of Correction of record in Instrument No. 20060104-0001187, Register's Office for Davidson County, Tennessee.

Being a part of the same property conveyed to Corinthian Custom Homes, Inc., a Tennessee corporation by deed of record in Instrument No. 20060731-0091990, Register's Office for Davidson County, Tennessee.

SCHEDULE B - SECTION I

REQUIREMENTS

File No.: **NCS-359822-NAS**

The following requirements must be met:

1. Pay the agreed amounts for the interest 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. 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 then make additional requirements or exceptions.
5. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
6. Record a Deed from Corinthian Custom Homes, Inc., a Tennessee corporation to TBD.
7. With respect to Corinthian Custom Homes, Inc., a Tennessee corporation, a corporation:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

SCHEDULE B - SECTION II

EXCEPTIONS FROM COVERAGE

File No.: **NCS-359822-NAS**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public record.
7. 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.
8. No insurance is afforded as to the acreage or square footage contained in the insured property.
9. Taxes and assessments for the year 2006 and 2007, now due and payable, not yet delinquent. Taxes and assessments for the year 2008, not yet due and payable. (Map & Parcel #126-16-OA-523.00CO - 2006 County Taxes Due for \$417.10, plus penalties and interest; Map & Parcel #126-16-OA-523.00CO - 2007 County Taxes Due for \$957.16, plus penalties and interest)
10. Deed of Trust from Corinthian Custom Homes, Inc., a Tennessee corporation to James M. McGrew, Jr., for the benefit of First Tennessee Bank National Association dated 07/18/05 and recorded on 07/31/06 as Instrument Number 20060731-0091991, Register's Office for Davidson County, Tennessee, in the original amount of \$1,620,000.00. NOTE: Appointment of Substitute Trustee of record in Instrument No. 20080507-0047309, said Register's Office, recorded after the effective date of this commitment.
11. Notice of Mechanic's and Materialmen's Lien of record in Instrument No. 20070912-0109471, Register's Office for Davidson County, Tennessee.

12. Agreed Judgment of record in Instrument No. 20080128-0008885, Register's Office for Davidson County, Tennessee.
13. All matters as shown on the plats of record in Instrument No. 20060328-0035052 and Instrument No. 20050706-0077607, Register's Office for Davidson County, Tennessee, as amended by Surveyor's Certificate of record in Instrument No. 20070330-0038464, said Register's Office.
14. Easements of record in Book 751, page 375 and Book 787, page 7, Register's Office for Davidson County, Tennessee.
15. Easements and rights-of-way taken by Tennessee Valley Authority as set forth in Declaration to Taking of record in Book 4205, page 194, Register's Office for Davidson County, Tennessee, and Judgment of record in Book 4226, page 715, said Register's Office.
16. Grant of Transmission Line Easement of record in Book 4257, page 647, Register's Office for Davidson County, Tennessee.
17. Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20011105-0121083, as amended in Instrument No. 20020424-0050565, Instrument No. 20040430-0049313 and Instrument No. 20040506-0051985 and Instrument No. 20060320-0031628, as amended in Instrument No. 20061214-0154502, Register's Office for Davidson County, Tennessee.
18. Quitclaim Deeds conveying the Open Space and Common Areas of record in Instrument No. 20020424-0050564, Instrument No. 20040827-0103644 and Instrument No. 20071220-0145869, Register's Office for Davidson County, Tennessee.
19. Agreement for Dedication of Public Utilities of record in Book 7526, page 315, Book 7526, page 318, Book 7526, page 324, Instrument No. 20021125-0145984, Instrument No. 20040812-0097619 and Instrument No. 20040817-0099486, Register's Office for Davidson County, Tennessee.
20. Easements of record in Book 513, page 396, Register's Office for Davidson County, Tennessee.

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 II 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 (a) and (c) of Schedule B - Section I 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 I

or

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

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.



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.

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