



## **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 Company  
24 Greenway Plaza, Suite 850  
Houston, TX 77046

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  PRESIDENT

ATTEST  SECRETARY



## SCHEDULE A

1. Commitment Date: February 09, 2010 at 8:00 a.m.
  
2. Policy (or Policies) to be issued:
  - a. ALTA Owners Policy (06-17-06) \$TBD  
  
Proposed Insured:  
A Natural Person or Legal Entity to be Designated
  
  - b. ALTA Loan Policy (06-17-06) \$None  
  
Proposed Insured:  
None
  
3. Fee interest in the land described in this Commitment is owned, at the Commitment Date, by TriTex Real Estate Advisors, Inc., a Delaware 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-428287-HOU1**

Land being located in Shelby County, Tennessee, being described as follows:

Lot 4, Hargrove Heights Subdivision (Plat Book 40, Page 71, Shelby County Register's Office) and Lots 1 and 2, Third Addition to Hargrove Heights Subdivision (Plat Book 45, Page 13, Shelby County Register's Office); being more particularly described as follows:

Beginning at a point in the west line of Trezevant Street, a distance of 36.62 feet southwardly, as measured along the west line of Trezevant Street, from its tangent intersection with the southerly line of Frayser Boulevard; thence South 00 degrees 07 minutes 04 seconds West along the west line of Trezevant Street a distance of 834.63 feet to a point; thence southwestwardly along a curve to the right having a radius of 25 feet, an arc distance of 39.27 feet to a point in the north line of Hargrove Avenue; thence North 89 degrees 53 minutes 18 seconds West along the north line of Hargrove Avenue a distance of 185.53 feet to a point in the east line of Brookmeade North Subdivision (Plat Book 29, Page 30, Shelby County Register's Office); thence North 00 degrees 42 minutes 57 seconds West along the east line of said subdivision, a distance of 789.29 feet to a point in the southerly line of Frayser Boulevard; thence North 64 degrees 22 minutes 19 seconds East along the southerly line of Frayser Boulevard a distance of 209.86 feet to a point; thence southeastwardly along a curve to the right having a radius of 23 feet an arc distance of 46.46 feet to the Point of Beginning.

Being the same property conveyed to TRITEX REAL ESTATE ADVISORS, INC., a Delaware corporation, by Successor Trustee's Deed of record as Instrument No. 10003673, Register's Office for Shelby County, Tennessee.

## **SCHEDULE B - SECTION I**

### **REQUIREMENTS**

File No.: **NCS-428287-HOU1**

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:
  - a. Record a Deed from TriTex Real Estate Advisors, Inc., a Delaware corporation, to A Natural Person or Legal Entity to be Designated.
6. Payment in full of all currently due or past due taxes and assessments. (Map & Parcel No. 072-071-00062C - 2009 Shelby County Taxes are DUE in the base amount of \$18,315.12; 2009 Memphis City Taxes are PAID in the amount of \$16,854.12) NOTE: 2009 County Taxes are due by February 28, 2010 or will be to incur penalty and interest charges on March 1, 2010.
7. With respect to TriTex Real Estate Advisors, Inc., 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-428287-HOU1**

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 Records.
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 Tenn. Code Ann. Sec. 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 2010 and subsequent years, not yet due and payable.
10. All matters shown on the Plats of record in Plat Book 6, Page 87; Plat Book 40, Page 71; Plat Book 40, Page 72 (as re-recorded in Plat Book 42, Page 2); and Plat Book 45, Page 13, in the Register's Office, Shelby County, Tennessee.
11. Easement Contracts to the City of Memphis, acting through Memphis Light, Gas & Water Division, of record in Book 3627, Page 361; Book 4788, Page 185; and Book 6168, Page 311, in the Register's Office, Shelby County, Tennessee.
12. Easement matters shown on the underground electric plat of Hargrove Heights Subdivision of record in Instrument No. G5 8573, in the Register's Office, Shelby County, Tennessee.
13. Terms and conditions of that certain Lease as evidenced by Memorandum of Lease dated September 10, 1999 by and between Buena Vista Apartments, LLC, Lessor,

and Automatic Laundry Company, LTD. Lessee, recorded September 20, 1999, of record in Instrument No. JS 8807, in Register's Office of Shelby County, Tennessee.

14. Rights of tenants, as tenants only, by virtue of unrecorded leases, if any.

## 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](http://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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