

LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

Case Number: MP031116

1. Effective Date: March 6, 2006 at 8:00 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy – (10-17-92) Amount: TO BE DETERMINED

PROPOSED INSURED:

A PURCHASER TO BE DETERMINED

(b) ALTA Loan Policy - (10-17-92) Amount:

PROPOSED INSURED:

3. Title to the fee simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

First Tennessee Bank National Association

4. The land referred to in this Commitment is described as follows:

SHELBY COUNTY, TENNESSEE

SEE EXHIBIT "A" ATTACHED

Countersigned at: Memphis, TN  
LAWYERS TITLE INSURANCE CORPORATION

Phyllis Massey  
Authorized Signatory

LAWYERS TITLE INSURANCE CORPORATION  
CASE # MP031116

EXHIBIT "A"

Lots 2, 3, 4, 5 and 6, First Addition to Section C-1, South Perkins Industrial Park Subdivision as shown on plat of record in Plat Book 51, Page 63, in the Register's Office of Shelby County, Tennessee, and being more particularly described as follows:

Beginning at a point in the west line of Outland Road 154.01 feet southwardly from the south end of curve having a radius of 40 feet located at the southwest corner of Outland Road and Cromwell Avenue, said point being in the south line of Lot 1; thence southwardly with the west line of Outland Road 500 feet to the north line of Lot 7; thence westwardly with the north line of Lot 7, 385.02 feet to the west line of said subdivision; thence northwardly with the west line of said subdivision 500 feet to the south line of Lot 1; thence eastwardly with the south line of Lot 1, 385.22 feet to the point of beginning.

LAWYERS TITLE INSURANCE CORPORATION  
SCHEDULE B – SECTION 1  
REQUIREMENTS

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record to-wit:  
  
File for record a Warranty Deed from First Tennessee Bank National Association to a purchaser to be determined, conveying the property described in Schedule A, in the Register's Office of Shelby County, Tennessee.
- Item (c) Supply proof that all bills for labor, services or material contracted for, supplied or used in connection with construction or repairs on described premises within the statutory period for filing liens therefore have been paid.
- Item (d) Furnish satisfactory proof that no financing statements have been filed in the Register's Office of Shelby County, Tennessee, covering any fixtures under provision of the Uniform Commercial Code.
- Item (e) Furnish Owner's Affidavit to be properly executed by the Seller.
- Item (f) Furnish satisfactory resolution of the selling corporation authorizing this transaction and designating the officer or officers empowered to act for the corporation.

LAWYERS TITLE INSURANCE CORPORATION  
SCHEDULE B -- SECTION 2  
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. 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.
  
2. Special Exceptions:
  - a. The lien of the following general and special taxes for the year or years specified and subsequent years:  
  
2006 City of Memphis and Shelby County taxes, liens, but not yet due or payable.
  
  - b. Rights or claims of parties in possession not shown by the public records.
  
  - c. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  
  - d. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-509 and TCA 67-5-603, which have not been assessed and are not payable, as of the date of this policy.
  
  - e. Easements or claims of easements not shown by the public records.
  
  - f. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
  
  - g. Subdivision restrictions, building lines and easements of record in Plat Book 51, Page 63, in the Register's Office of Shelby County, Tennessee.
  
  - h. Declaration of Covenants, Conditions and Restrictions of record at Instrument No. H3 7057, as amended at Instrument No. CY 9692, in the aforesaid Register's Office.

NOTE: Notwithstanding any provision to the contrary herein, this Commitment shall cease and terminate one year after the effective date hereof.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.