



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a Virginia corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.



The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Looney & Chadwell Title Services, LLC
19 Stanley Street
Crossville, TN 38555
Tel: (931)484-7129
Fax: (931)484-5251

Countersigned:

Authorized Signatory

Fidelity National Title Insurance Company
BY  President
ATTEST  Secretary



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amounts of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Fidelity National Title Insurance Company
19 Stanley Street, Crossville, TN 38555
(931)484-7129

SCHEDULE A

Loan No.:

Title No.: 09-12-4657

File No.: 09-12-4657

1. Effective date: December 4, 2009 at 08:00 AM
2. Policy or Policies to be issued: Policy Amount
 - (a) Owner's Policy (ALTA Owner Policy (10/17/92)
Proposed Insured:
TO BE DETERMINED
 - (b) Loan Policy
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
TUMILA, LLC, a Tennessee limited liability company
5. The land referred to in this Commitment is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Looney & Chadwell Title Services, LLC

By: _____
Joe M. Looney, Authorized Agent



By:

[Signature]

President

ATTEST

[Signature]

Secretary

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

1. Payment to, or for the account of, the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment to the Company of the premiums, fees and charges for the policy.
3. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for the record, to wit;
4. Warranty Deed from Tumila, LLC, a Tennessee limited liability company, to the proposed insured, must be executed, acknowledged, delivered, and recorded.
5. Deeds of Trust, Fixture Filings, and Modification Agreement in favor of First Freedom Bank, of record at TD233, page 120; TD233, page 149; TD233, page 647; TD233, page 678; and, TD242, page 160, Register's Office, Bledsoe County, Tennessee, must be released of record.

END OF SCHEDULE B - SECTION I

SCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters 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 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. Rights or claims of parties in possession not shown by the public records.
3. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Easements or claims of easements not shown by the public records.
5. 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.
6. Subject to all restrictive covenants, if any, of record, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
7. Bledsoe County, Tennessee real property taxes for 2009, and subsequent years.
8. A lien evidenced by Deed of Trust, Security Agreement, and Fixture Filing dated August 15, 2007, from Tumila, LLC to Joe M. Looney, Trustee, of record at Book TD233, page 120-148, Register's Office, Bledsoe County, Tennessee, securing [REDACTED] to First Freedom Bank, P. O. Box 100, Lebanon, Tennessee 37088.
9. The lien of a Fixture Filing executed by Tumila, LLC, securing First Freedom Bank for [REDACTED] of record at Book TD233, page 149-153, Register's Office, Bledsoe County, Tennessee.
10. A lien evidenced by Deed of Trust, Security Agreement, and Fixture Filing dated September 5, 2007, from Tumila, LLC to Joe M. Looney, Trustee, of record at Book TD233, page 647-677, Register's Office, Bledsoe County, Tennessee, securing [REDACTED] to First Freedom Bank, P. O. Box 100, Lebanon, Tennessee 37088.
11. The lien of a Fixture Filing executed by Tumila, LLC, securing First Freedom Bank for [REDACTED], of record at TD233, page 678-682, Register's Office, Bledsoe County, Tennessee.
12. A Loan Extension and Modification Agreement dated September 5, 2008, from Tumila, LLC to First Freedom Bank, of record at TD242, page 160-171, Register's Office, Bledsoe County, Tennessee.
13. Subject to a transmission line easement described in Deed Book 153, page 390, Register's Office, Bledsoe County, Tennessee.
14. Subject to a water line easement described in Deed Book 194, page 536, Register's Office, Bledsoe County, Tennessee.
15. Subject to any potential rollback taxes which may be imposed pursuant to the Agricultural Forest, and Open Space Land Act of 1976, codified at Tennessee Code Annotated, Section 67-5-101, et seq.
16. Subject to the right-of-way of Sawmill Lane.
17. Potential riparian rights, if any, are neither guaranteed nor certified. This commitment is subject to the rights of upper and lower riparian owners of creeks, rivers, or streams running through the subject property,

**SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)**

including but not limited to, Ferny Branch, Suzanne Branch Creek, and Hall Creek.

18. Declaration of Covenants, Conditions, Easements, and Restrictions for Walden's Ridge Lake Properties, dated _____, 2009, of record at Book _____, page _____, Register's Office, Bledsoe County, Tennessee.

END OF SCHEDULE B - SECTION II

Title No.: 09-12-4657

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF , STATE OF TENNESSEE,
AND IS DESCRIBED AS FOLLOWS:

See Exhibit "A" attached hereto and made a part hereof.

Tax Parcel Identification Number:

Fidelity National Financial, Inc.

Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Companies - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.