

ALTA Commitment Form

Amended Number: Two
COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, A Texas 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 Schedules 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 six months 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.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown on Schedule A.

Countersigned by:

Authorized Countersignature

Stewart Title of Nevada-Western Division



Senior Chairman of the Board

Chairman of the Board

President

CONDITIONS

Order Number: 1010143- TA

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 acquires 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 and Stipulations.
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 any 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 interest 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, the Conditions and Stipulations, 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 Amount 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 www.alta.org



COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No.: 1010143- TA

1. **Effective Date:** July 7, 2008 at 7:30 a.m.

2. **Policy or Policies To Be Issued:**

Amount of Insurance

(a) A.L.T.A. Owner's

(b) A.L.T.A. Loan
Proposed Insured:

(Standard)

\$ TBD

To be determined

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A fee

4. **Title to said land is at the effective date hereof vested in:**

Gregory C. Lynn and Suzanne Towse, Trustees of The 1995 Gregory C. Lynn & Suzanne Towse Trust Agreement dated May 16, 1995

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

See Attached Legal Description

Type of Dwelling: A Single Family Residence

Purported Address: 1102 Kingston Lane
Gardnerville, Nevada

File No.: 1010143- TA

1. Effective Date: July 7, 2008 at 7:30 a.m.

2. Policy or Policies To Be Issued:

Amount of Insurance

(a) A.L.T.A. Owner's

(b) A.L.T.A. Loan

(Standard)

\$ TBE

Proposed Insured:

To be determined

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A fee

4. Title to said land is at the effective date hereof vested in:

Gregory C. Lynn and Suzanne Towse, Trustees of The 1995 Gregory C. Lynn & Suzanne Towse Trust Agreement dated May 16, 1995

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See Attached Legal Description

Type of Dwelling: A Single Family Residence

Purported Address: 1102 Kingston Lane
Gardnerville, Nevada

**Exhibit A
LEGAL DESCRIPTION**

File Number: 1010143

Lot 1 as set forth on the **FINAL SUBDIVISION MAP FOR RAIN SHADOW RANCH PHASE 1, PD 04-002**, filed for record in the office of the County Recorder of Douglas County, State of Nevada on June 28, 2007 in Book 0607, Page 9070, as Document No. 703979.

**SCHEDULE B
PART I**

Order Number: 1010143- TA

Schedule B of this 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. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished).
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights or claims of parties in possession, and not of record in the public records; liens, for labor, services or material or claims to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
8. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
9. State, County and City Taxes for the fiscal period 2008 to 2009, a lien now due and payable in the total amount of \$7082.65
PARCEL NO.: 1220-17-615-010 DOUGLAS COUNTY TAX DISTRICT: LOCATION
Gardnerville
1st installment of \$1770.67 unpaid, delinquent 3rd Monday in August.
2nd installment of \$1770.66 unpaid, delinquent 1st Monday in October.
3rd installment of \$1770.66 unpaid, delinquent 1st Monday in January.
4th installment of \$1770.66 unpaid, delinquent 1st Monday in March.
10. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.
11. The herein described property lies within the boundaries of the **Gardnerville Ranchos General Improvement District** and is subject to any and all fees that may be due said District.

ALTA Commitment (6/17/06)

12. Any Special Assessments which may be due and payable that are not assessed through the Douglas County Treasurers Office and are being billed by the entity where the parcel is located.
13. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "**Development Agreement**", recorded December 10, 2004 in Book 1204, Page 4229 as Document No. 431475 of Official Records.

14. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "**Annexation Agreement**", recorded January 6, 2006 in Book 0106, Page 1721 as Document No. 665123 of Official Records.

Terms, Covenants, Conditions and Provisions in that certain instrument entitled "**Annexation Agreement**", recorded January 6, 2006 in Book 0106, Page 1737 as Document No. 665124 of Official Records.

15. Deed Restriction as pertains to Agricultural operations in Douglas County
Recorded : April 25, 2007, Book 0407, Page 7427, Document No. 699767,
Official Records of Douglas County, Nevada
16. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the **Rain Shadow Ranch Subdivision Map** referenced in the legal description contained herein.

Reference is hereby made to said Plat for particulars. If none is not included herewith, one will be furnished upon request.

17. Covenants, Conditions and Restrictions contained in a Declaration of Restrictions,
Recorded : June 28, 2007 in Book 0607, Page 9315, as Document No. 704032,
: Official Records of Douglas County, Nevada.

SCHEDULE B

PART II

Order Number: 1010143- TA

Requirements:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected
4. State, County and City Taxes for the fiscal period 2008 to 2009, are paid in full in the amount of \$7082.65
PARCEL NO.: 1220-17-615-010
1st installment of \$1770.67 Due 3rd Monday in August
2nd installment of \$1770.66 Due 1st Monday in October
3rd installment of \$1770.66 Due 1st Monday in January
4th installment of \$1770.66 Due 1st Monday in March
5. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.
6. The herein described property lies within the boundaries of the **Gardnerville Ranchos General Improvement District** and is subject to any and all fees that may be due said District.
7. Any Special Assessments which may be due and payable that are not assessed through the Douglas County Treasurers Office and are being billed by the entity where the parcel is located.
8. Pay any unpaid Home Owners Association fees and dues, if applicable.
9. A partial or full release/reconveyance must be recorded with Douglas County Recorder for the following:

A Revolving Credit Line Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.

Dated : November 19, 2007

Amount : \$750,000.00

Trustor : Gregory C. Lynn and Suzanne Towse Trustees of the Gregory C. Lynn and Suzanne Towse Trust Agreement Dated May 16, 1995

Trustee : Stewart Title of Douglas

Beneficiary : Carson River Community Bank

Recorded : November 21, 2007

Book : 1107

Page : 5852

Document No.: 713558, of Official Records.

NOTE: THIS DEED OF TRUST SECURES AN EQUITY LINE OF CREDIT AND/OR

REVOLVING LOAN. IN ORDER TO INSURE, THE COMPANY REQUIRES EITHER (A) SATISFACTORY EVIDENCE FROM THE LENDER THAT THE ACCOUNT HAS BEEN FROZEN OR CLOSED OR (B) EVIDENCE THAT ESCROW HAS SUBMITTED TO THE LENDER A LETTER SUBSTANTIALLY SIMILAR TO THE SAMPLE BELOW. SIGNED BY ALL BORROWERS ON THE ACCOUNT. THIS EVIDENCE MUST BE SUBMITTED TO THE COMPANY PRIOR TO RECORDING.

SAMPLE.....: REQUEST TO CANCEL REVOLVING CREDIT LOAN

Dear _____

Please freeze the loan amount to include only obligations incurred or draws I have made prior to and including the date of this letter under the terms and conditions of the above-numbered loan secured by the above-numbered mortgage or the surety instrument and cancel the revolving credit loan for future advances.

I agree to cease signing all checks and/or credit cards and/or drafts. I enclose all of the above which I have in my possession.

Sincerely,

Borrower/Mortgagor

Borrower/Mortgagor

- 10. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.**

Based on the above, an ALTA 9 (Restrictions, Encroachments, Minerals Endorsement), ALTA 22 (Location Endorsement) will be issued with any ALTA Title Policy issued out of said Commitment for Title Insurance.

ESCROW/TITLE OFFICERS AND LOCATION

**Escrow Officer: Traci Adams
Western Division**

**1663 US Highway 395, Suite 101
Minden, NV 89423
Phone (775) 782-2208
Title Officer: Ann Stuart**

**MAIN TITLE OFFICE LOCATION
8363 W. Sunset Road, Suite 100
Las Vegas, NV 89113
Phone (702) 791-7000**

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

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

**Stewart Title Of Nevada Holdings, Inc. a Nevada corporation
Privacy Policy Notice**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Of Nevada Holdings, Inc. a Nevada corporation**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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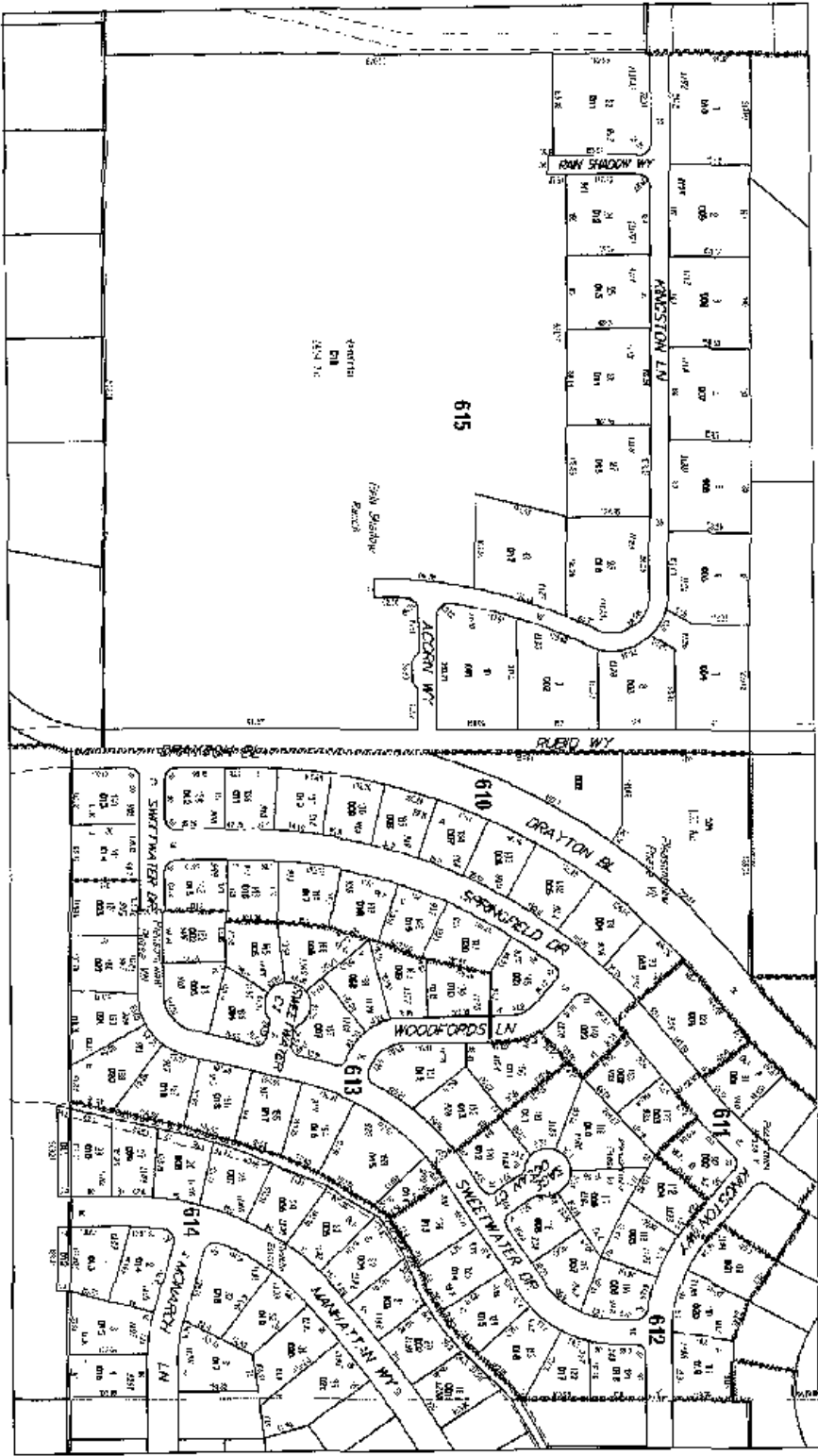
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NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data collected hereon.

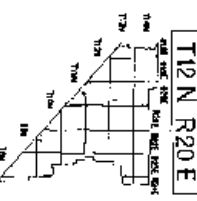


Douglas County, Nevada
 State of Nevada
 Douglas County Assessor

Map Legend

- Parcel Boundary
- State Boundary
- Water Features
- Open Space/Conservation
- Open Space/Conservation, Lease
- Revolving Area

Parcel Number: 610
 Parcel Size: 1.0000
 Parcel Area: 1.0000
 Parcel Lot Number: 1
 Parcel Address:



6	5	4	3	2	1
7	6	5	4	3	2
8	7	6	5	4	3
9	8	7	6	5	4
10	9	8	7	6	5
11	10	9	8	7	6
12	11	10	9	8	7
13	12	11	10	9	8
14	13	12	11	10	9
15	14	13	12	11	10
16	15	14	13	12	11
17	16	15	14	13	12
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19	18	17	16	15	14
20	19	18	17	16	15
21	20	19	18	17	16
22	21	20	19	18	17
23	22	21	20	19	18
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27	26	25	24	23	22
28	27	26	25	24	23
29	28	27	26	25	24
30	29	28	27	26	25

1220-17-6
 S.C.E. - 200
 REVISED: 09/18/2008

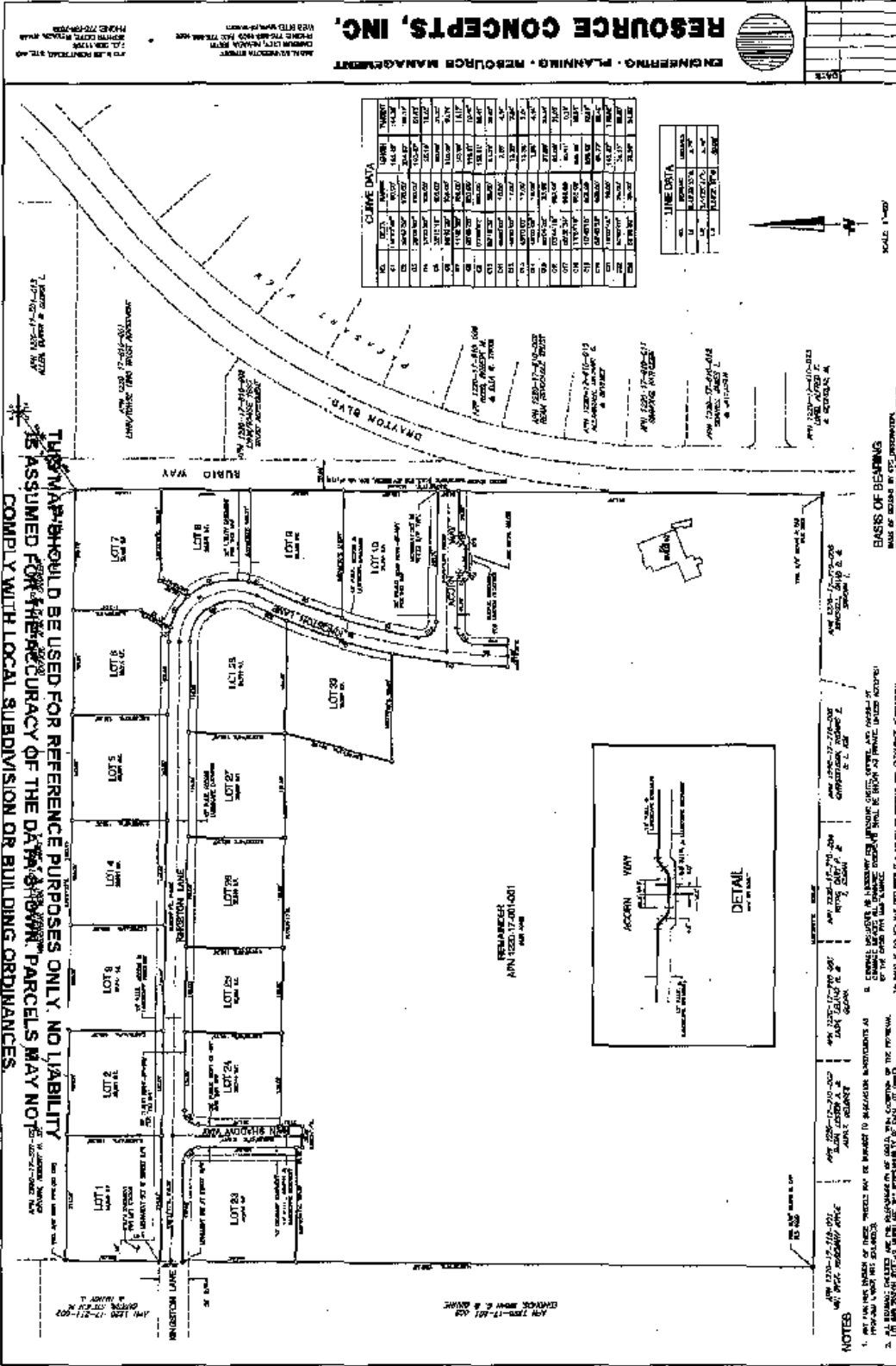
**Gregory Lynn & Suzanne Townse
Lynn / Townse 1986 Trust Agreement**
RAIN SHADOWS RANCH - PHASE 1
PORTION OF SECTION 17, T. 12N, R. 20E, S. 104E,
DOUGLAS COUNTY, NEVADA

BASIS OF BEARING
BASED ON BEARING OF 100° 00' 00" FROM THE
SOUTH END OF THE 1/4 SECTION 17, T. 12N, R. 20E, S. 104E,
DOUGLAS COUNTY, NEVADA.

NOTES

1. THE LOTS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS AND RIGHTS SHOWN THEREON.
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DETAIL
SECTION 17, T. 12N, R. 20E, S. 104E,
DOUGLAS COUNTY, NEVADA



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

RESOURCE CONCEPTS, INC.
ENGINEERING • PLANNING • RESOURCE MANAGEMENT

3115 S. 10th Street, Suite 100
Las Vegas, NV 89102
Phone: 702-735-1000

CURVE DATA

NO.	BEARING	LENGTH	CHORD	ARC	ANGLE
1	N 0° 00' 00" E	100.00	100.00	100.00	0° 00' 00"
2	N 90° 00' 00" E	100.00	100.00	100.00	90° 00' 00"
3	N 180° 00' 00" E	100.00	100.00	100.00	180° 00' 00"
4	N 270° 00' 00" E	100.00	100.00	100.00	270° 00' 00"
5	N 0° 00' 00" E	100.00	100.00	100.00	0° 00' 00"
6	N 90° 00' 00" E	100.00	100.00	100.00	90° 00' 00"
7	N 180° 00' 00" E	100.00	100.00	100.00	180° 00' 00"
8	N 270° 00' 00" E	100.00	100.00	100.00	270° 00' 00"
9	N 0° 00' 00" E	100.00	100.00	100.00	0° 00' 00"
10	N 90° 00' 00" E	100.00	100.00	100.00	90° 00' 00"
11	N 180° 00' 00" E	100.00	100.00	100.00	180° 00' 00"
12	N 270° 00' 00" E	100.00	100.00	100.00	270° 00' 00"
13	N 0° 00' 00" E	100.00	100.00	100.00	0° 00' 00"
14	N 90° 00' 00" E	100.00	100.00	100.00	90° 00' 00"
15	N 180° 00' 00" E	100.00	100.00	100.00	180° 00' 00"
16	N 270° 00' 00" E	100.00	100.00	100.00	270° 00' 00"
17	N 0° 00' 00" E	100.00	100.00	100.00	0° 00' 00"
18	N 90° 00' 00" E	100.00	100.00	100.00	90° 00' 00"
19	N 180° 00' 00" E	100.00	100.00	100.00	180° 00' 00"
20	N 270° 00' 00" E	100.00	100.00	100.00	270° 00' 00"
21	N 0° 00' 00" E	100.00	100.00	100.00	0° 00' 00"
22	N 90° 00' 00" E	100.00	100.00	100.00	90° 00' 00"
23	N 180° 00' 00" E	100.00	100.00	100.00	180° 00' 00"
24	N 270° 00' 00" E	100.00	100.00	100.00	270° 00' 00"
25	N 0° 00' 00" E	100.00	100.00	100.00	0° 00' 00"
26	N 90° 00' 00" E	100.00	100.00	100.00	90° 00' 00"
27	N 180° 00' 00" E	100.00	100.00	100.00	180° 00' 00"
28	N 270° 00' 00" E	100.00	100.00	100.00	270° 00' 00"
29	N 0° 00' 00" E	100.00	100.00	100.00	0° 00' 00"

LINE DATA

NO.	BEARING	LENGTH
1	N 0° 00' 00" E	100.00
2	N 90° 00' 00" E	100.00
3	N 180° 00' 00" E	100.00
4	N 270° 00' 00" E	100.00
5	N 0° 00' 00" E	100.00
6	N 90° 00' 00" E	100.00
7	N 180° 00' 00" E	100.00
8	N 270° 00' 00" E	100.00
9	N 0° 00' 00" E	100.00
10	N 90° 00' 00" E	100.00
11	N 180° 00' 00" E	100.00
12	N 270° 00' 00" E	100.00
13	N 0° 00' 00" E	100.00
14	N 90° 00' 00" E	100.00
15	N 180° 00' 00" E	100.00
16	N 270° 00' 00" E	100.00
17	N 0° 00' 00" E	100.00
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19	N 180° 00' 00" E	100.00
20	N 270° 00' 00" E	100.00
21	N 0° 00' 00" E	100.00
22	N 90° 00' 00" E	100.00
23	N 180° 00' 00" E	100.00
24	N 270° 00' 00" E	100.00
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29	N 0° 00' 00" E	100.00