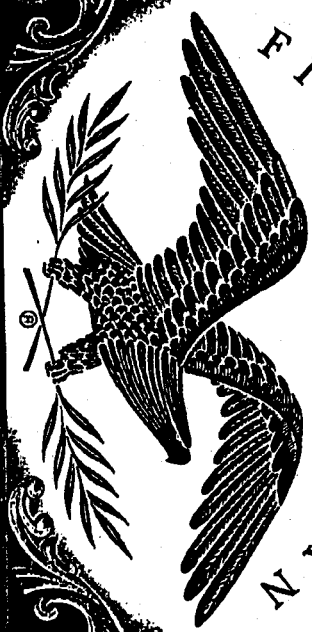


FIRST AMERICAN



First American Title Insurance Company

**TITLE
INSURANCE
COMMITMENT**



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 2 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 of Schedule B - Section 1 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 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

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.

FATIC-200P
ALTA 2006 COMMITMENT (6/17/06)



TITLE INSURANCE COMMITMENT



ISSUED 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 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-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY

Carl R. Johnson

PRESIDENT

ATTEST

Christy H. King

SECRETARY



First American Title Insurance Company

Commitment Number: 91839/REVISED/KAD

SCHEDULE A

1. Commitment Date: April 1, 2011 at 08:00 AM
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy (ALTA Owner's Policy (06/17/06))
Proposed Insured:
To Be Determined IN AN AMOUNT TO BE DETERMINED
 - (b) Loan Policy (ALTA Loan Policy (06/17/06))
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by
Advanced Trading Services, Inc., a Nevada corporation.
4. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Tennessee Valley Title Insurance Co.

By: 
Jeffrey McCann

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(91839.PFD/91839/21)

First American Title Insurance Company

Commitment Number: 91839/REVISED/KAD

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

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 of all premiums and charges for policies, endorsement and services.
3. Furnish a properly executed Owner's Affidavit on attached form.
4. Furnish an accurate, current survey and surveyor's inspection report on attached form.
5. Payment of taxes:
CLT No. 126JC-036.04 (Lot 4): 2008 County taxes are due and delinquent in the amount of \$15,363.67. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$1,236.28. 2009 County taxes are due and delinquent in the amount of \$13,512.73. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$1,236.28. 2010 County taxes are due and delinquent in the amount of \$10,591.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$1,016.94.
CLT No. 126JC-036.02 (Lot 2): 2008 County taxes are due and delinquent in the amount of \$1,132.68. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2009 County taxes are due and delinquent in the amount of \$1,000.92. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2010 County taxes are due and delinquent in the amount of \$754.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$72.42.
CLT No. 126JC-036.03 (Lot 3): 2008 County taxes are due and delinquent in the amount of \$1,295.09. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$101.68. 2009 County taxes are due and delinquent in the amount of \$1,143.71. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$101.68. 2010 County taxes are due and delinquent in the amount of \$866.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$83.64.
CLT No. 126JC-036.01 (Lot 1): 2008 County taxes are due and delinquent in the amount of \$1,132.68. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2009 County taxes are due and delinquent in the amount of \$1,000.92. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2010 County taxes are due and delinquent in the amount of \$754.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$72.42.
CLT No. 126JC-036.06 (Lot 6): 2008 County taxes are due and delinquent in the amount of \$1,132.68. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2009 County taxes are due and delinquent in the amount of \$1,000.92. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$88.04. 2010 County taxes are due and delinquent in the amount of \$754.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$72.42.
CLT No. 126JC-036.07 (Lot 7): 2008 County taxes are due and delinquent in the amount of \$1,362.14. 2008 City of Gatlinburg taxes are due and delinquent in the amount of \$106.04. 2009 County taxes are due and delinquent in the amount of \$1,202.66. 2009 City of Gatlinburg taxes are due and delinquent in the amount of \$106.04. 2010 County taxes are due and delinquent in the amount of \$913.00. 2010 City of Gatlinburg taxes are due and delinquent in the amount of \$87.72.
6. NOTE: All the delinquent taxes above are as of the end of April, 2011. Amounts will increase each subsequent month.

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(91839.PFD/91839/21)

Commitment Number: 91839/REVISED/KAD

SCHEDULE B - SECTION I
(Continued)

7. Proper foreclosure of Deed of Trust from Advanced Trading Services, Inc. to FMLS, Inc., Trustee for Regions Bank, in the original amount of \$3,800,000.00, dated May 1, 2008 and recorded in Book 3081, page 238, in the Sevier County Register's Office. See also that Appointment of Successor Trustee appointing Walter N. Winchester as Successor Trustee, dated January 13, 2009, and filed of record in Book 3263, page 718, in the Sevier County Register's Office.
8. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. File of record a properly executed and acknowledged Successor Trustee's Deed vesting fee simple title in a purchaser to be determined.

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AMERICAN
LAND TITLE
ASSOCIATION



(91839.PFD/91839/21)

First American Title Insurance Company

Commitment Number: 91839/REVISED/KAD

**SCHEDULE B - SECTION II
EXCEPTIONS**

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

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. **STANDARD EXCEPTIONS:**
 - a) The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
 - b) Rights or claims of parties in possession, not shown by the public records.
 - c) Easement, or claims of easements, not shown by the public records.
 - d) Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
 - e) 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.

NOTE: Upon receipt of satisfactory Owner's Affidavit as required under Schedule B - Section 1, Items (b) and (e) hereinabove may be amended and/or deleted.

NOTE: Upon receipt of satisfactory survey and surveyor's inspection report as required under Schedule B - Section 1, Items (c) and (d) hereinabove may be amended and/or deleted.

3. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of this Policy.
4. Taxes for the year 2009, a lien, but not yet due or payable, and all taxes for subsequent years.
5. Covenants and restrictions filed of record in Book 1581, page 562, in the office of the Sevier County Register of Deeds, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
6. Matters depicted or disclosed by map of record Large Map Book 4, page 125, in the office of the Sevier County Register of Deeds.

NOTE: This policy does not insure the exact square footage and/or acreage set out in the description in Schedule A hereof.

NOTE: Upon proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein, the following items will be deleted from the owner's policy:

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(91839.PFD/91839/21)

Commitment Number: 91839/REVISED/KAD

SCHEDULE B - SECTION II
(Continued)

7. Deed of Trust from Advanced Trading Services, Inc. to FMLS, Inc., Trustee for Regions Bank, in the original amount of \$1,237,500.00, dated May 1, 2008 and recorded in Book 3081, page 247, in the Sevier County Register's Office. NOTE: This Deed of Trust will be cut off by proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein.
8. Deed of Trust from Advanced Trading Services, Inc. to Barry W. Eubanks, Trustee for Robert Warren and wife, Danette Warren, in the original amount of \$2,900,000.00, dated March 9, 2008 and recorded in Book 3199, page 616, in the Sevier County Register's Office. NOTE: This Deed of Trust will be cut off by proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein.
9. Deed of Trust from Advanced Trading Services, Inc. to Scott D. Hall, Trustee for Mr. Jerard Muszik and Mrs. Carol Muszik, in the original amount of \$472,570.00, dated December 15, 2008 and recorded in Book 3238, page 61, in the Sevier County Register's Office. NOTE: This Deed of Trust will be cut off by proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein.
10. Writ of Attachment dated January 6, 2009 in Sevier County Circuit Court Case No. 2009-0009-II, styled Jerard Muszik and Carol Muszik vs. Dennis R. Bolze, Advanced Trading Services, Inc. and Centurion Asset Management, Inc., recorded in Book 3252, page 359, in the Sevier County Register's Office. NOTE: This Writ of Attachment will be cut off by proper foreclosure of the Deed of Trust set out in Schedule B, Section I, Item 6 herein.

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(91839.PFD/91839/21)

First American Title Insurance Company

Commitment Number: 91839/REVISED/KAD

**EXHIBIT A
PROPERTY DESCRIPTION**

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

SITUATED in the Eleventh (11th) Civil District of Sevier County, Tennessee, and within the corporate limits of the City of Gatlinburg, Tennessee, and being a 8.437 acre tract, more or less, and being more particularly described as follows:

BEGINNING at an iron pin in the southern right of way line of Campbell Lead Road end being further located South 85 deg. 24 min. 20 sec. East, 609.83 feet from the centerline intersection of Wiley Oakley Drive and Campbell Lead Road; thence from said point of BEGINNING, North 89 deg. 13 min. 37 sec. East, 17.22 feet to an iron rod; thence South 89 deg. 36 min. 30 sec. East, 133.14 feet to an iron rod; thence South 88 deg. 32 min. 11 sec. East, 70.98 feet to an iron rod; thence a curve to the left bearing North 86 deg. 06 min. 55 sec. East, L=84.92 feet, R=454.84 feet, CH=84.79 feet to an iron rod; thence North 89 deg. 33 min. 20 sec. East, 534.92 feet to an iron rod; thence North 89 deg. 22 min. 41 sec. East, 344.54 feet to an iron rod; thence South 71 deg. 24 min. 03 sec. West, 380.42 feet to an iron rod; thence South 54 deg. 27 min. 47 sec. West, 431.41 feet to an iron rod; thence South 44 deg. 23 min. 16 sec. West, 246.95 feet to an iron rod; thence South 18 deg. 02 min. 51 sec. West, 204.91 feet to an iron rod; thence North 44 deg. 17 min. 02 sec. West, 340.26 feet to an iron rod; thence North 00 deg. 00 min. 00 sec. East, 488.60 feet to the POINT OF BEGINNING and containing 8.437 acres, more or less, according to a survey of Michael K. Suttles, TN RLS No. 1452, dated May 16, 2006, entitled "Highgate Planned Unit Development".

BEING the same property conveyed to Advanced Trading Services, Inc. by deeds recorded in Book 2064, page 357; Book 1995, page 337; Book 2015, page 73; Book 2574, page 716; Book 2488, page 758; Book 2223, page 501 and Book 2586, page 429, all in the Sevier County Register's Office.