



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a Florida corporation, herein called the Company, for a valuable consideration, hereby 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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 hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 6 months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

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

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Fidelity National Title Insurance Company

Ramona Wallace

Countersigned



By:

Agnes M. P. L.

President

ATTEST

Tom C. J.

Secretary

CONDITIONS AND STIPULATIONS

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 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 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. 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.

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Visit Us on our Website:



Fidelity National Title Insurance Company

850 Trafalgar Court, Suite 150 * Maitland, FL 32751
(407)875-9080 FAX (407)629-0016

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

Title Officer: S Masluk

Title No.: FT0000004742

Escrow Officer:

Escrow No.: FT12-FT0000004742

1. Effective Date: May 8, 2007 at 08:00 AM
2. Policy or Policies to be issued:
 - (a) Alta Owner Policy (10/17/92) with Florida Modifications
Policy Amount: \$ 300,000.00
Proposed Insured: Barry Buyer and Barbara Buyer, his wife
 - (b) Alta Loan Policy (10/17/92) with Florida Modifications
Policy Amount: \$ 240,000.00
Proposed Insured: ABC Lender
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple
4. Title to the estate or interest in said land is at the effective date hereof vested in:
FLPRD, LLC, a Florida limited liability company
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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Title No.: FT0000004742

LEGAL DESCRIPTION

EXHIBIT "A"

Lot ____, Heritage Key Villas Phase One And Two, according to the plat thereof, as recorded in Plat Book 18, Page 121 through 126, inclusive, of the Public Records of Osceola County, Florida.

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SCHEDULE B - PART I

The following are requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and fully filed for record.
 - a. Warranty deed to be executed by FLPRD, LLC, a Florida limited liability company, conveying subject property to Barry Buyer and Barbara Buyer, his wife.
 - b. Mortgage encumbering the subject property:

Mortgagor(s):	Barry Buyer and Barbara Buyer, his wife
In favor of Mortgagee(s):	ABC Lender
Principal Amount:	\$240,000.00

If the mortgagor(s) is a married person, then joinder of spouse is required unless the instrument includes a recitation that the grantor is single or that the subject property is not the homestead of the mortgagor nor the mortgagor's spouse.

3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
4. Partial Release or Satisfaction of that certain Mortgage in favor of NATIONAL CITY BANK OF THE MIDWEST, recorded in Official Records Book 2829, Page 238, as modified by instrument recorded in Official Records Book 3011, Page 99, in Official Records Book 3294, Page 1852, and in Official Records Book 3294, Page 1860, of the Public Records of Osceola County, Florida.
5. Partial Release of Mortgage in favor of NATIONAL CITY BANK, recorded in Official Records Book 2829, Page 278, of the Public Records of Osceola County, Florida.
6. Partial Release of that certain Assignment of Rents and Leases recorded in Official Records Book 2829, at Page 317, as to the land.
7. Partial release of that certain Financing Statement (UCC-I), recorded in Official Records Book 2829, Page 332, as to the land.
8. Partial release of that certain Financing Statement (UCC-I), recorded in Official Records Book 2829, Page 335, as to the land.
9. Partial Release of Mortgage in favor of NATIONAL CITY BANK OF THE MIDWEST, recorded in Official Records Book 3108, Page 1767, of the Public Records of Osceola County, Florida.
10. Satisfaction or release of Claim of Lien recorded in Official Records Book 3439, Page 172, of the Public Records of Osceola County, Florida.
11. Satisfaction or release of Claim of Lien recorded in Official Records Book 3473, Page 2823 of the Public Records of Osceola County, Florida.

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SCHEDULE B - PART I

(Continued)

12. As to FLPRD, LLC, a Florida limited liability company, the Company will require:
- A. Proof that the limited liability company was duly registered with the Florida Department/Secretary of State, or other place of formation, as of the date of taking title to or other interest in the insured land.
 - B. Present for review the articles of organization and regulations of said limited liability company.
 - C. Recordation of an affidavit by the person(s) executing the deed/mortgage required herein, to which
is attached a true and correct copy of those portions of the articles of organization and regulations governing execution of instruments or, if none, governing management of the limited liability company.
 - D. Execution of the deed/mortgage required herein by such person(s), if any, specifically authorized to execute such instrument by the articles of organization or regulations. If the articles of organization or regulations do not specifically provide who is to execute such instrument, the instrument must be executed by all managers, if management is delegated to one or more managers. If management is retained by its members, only one member is required to execute the instrument. If the limited liability company is dissolved, the deed must be executed by all surviving managers, or, if none, by all of the members as trustees of the dissolved limited liability company, or as otherwise required in the articles of organization or regulations.
 - E. If the limited liability company is dissolved, a certified copy of the Certificate of Dissolution must be recorded, together with an affidavit stating that the purpose of the conveyance is to wind up the business affairs of the limited liability company.

The Company reserves the right to make additional requirements or exception after review of the requested documentation.

13. Satisfactory evidence must be furnished showing that all homeowner association assessments, dues and/or fees, including special assessments or payments due to others such as a master association, are paid in full through the date of the closing.
14. Submit proof that any outstanding assessments, special assessments and/or other fees which are due to any county/city/town or other municipality (WHICH ARE NOT PAID WITH THE AD VALOREM AND NON-AD VALOREM TAXES) have been paid in full.

Any reference to O.R. (Official Records) or Public Records shall be deemed to be located in the Official Records of the County where the subject property is located.

END OF SCHEDULE B - PART I

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SCHEDULE B - PART II

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 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. Rights or claims of parties in possession not shown by the Public Records.
3. Encroachments, overlaps, boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Taxes and assessments for the year 2007 and subsequent years which are not yet due and payable.
7. Access is by private road(s) and rights of ingress and egress are reserved as noted on the Plat.
8. All matters on the Plat of HERITAGE KEY VILLAS-PHASE ONE and TWO recorded in Plat Book 18, Pages 121 through 126; Affidavit of Scrivener's Error recorded in Official Records Book 3053, Page 1382, of the Public Records of Osceola County, Florida.
9. Restrictions, reservations, covenants and conditions pursuant to that certain instrument recorded in Official Records Book 3053, page 1388, of the Public Records of Osceola County, Florida.

Restrictions Amended pursuant to that certain instrument recorded in Official Records Book 3390, Page 1316, of the Public Records of Osceola County, Florida.
10. Easement recorded in Official Records Book 256, Page 263, of the Public Records of Osceola County, Florida.
11. Easement recorded in Official Records Book 256, Page 277, of the Public Records of Osceola County, Florida.
12. Easement recorded in Official Records Book 281, Page 59 and Official Records Book 309, page 72, last assigned to the Tohopekaliga Water Authority by Deed recorded in Official Records Book 2374, Page 807, of the Public Records of Osceola County, Florida.

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SCHEDULE B - PART II

(Continued)

13. Storm Sewer and Maintenance Road Easement in favor of the State of Florida Department of Transportation contained in that certain Order of Tracking recorded in Official Records Book 1713, Page 1779, and Final Judgment recorded in Official Records Book 1819, Page 1585, of the Public Records of Osceola County, Florida.
14. The terms and conditions contained in that certain Agreement as recorded in Official Records Book 1868, page 1146 and re-recorded in Official Records Book 1918, Page 2582, of the Public Records of Osceola County, Florida.
15. Perpetual Easement in favor of State of Florida Department of Transportation, recorded in Official Records Book 1740, page 1785, together with Resolution # 99/00-112 recorded in Official Records Book 1740, Page 1787, of the Public Records of Osceola County, Florida.
16. The terms and conditions contained in that certain Agreement as recorded in Official Records Book 2589, page 2419, of the Public Records of Osceola County, Florida.
17. The terms and conditions contained in that certain Agreement as recorded in Official Records Book 2823, page 272, of the Public Records of Osceola County, Florida.
18. Restrictions, reservations, covenants and conditions pursuant to that certain instrument recorded in Official Records Book 2829, page 215, of the Public Records of Osceola County, Florida.

Note: Restricts Tract H and FD1 for the benefit of the rest of the property.

19. Contract between FLPRD, LLC and Board of County Commissioners of Osceola County, Florida, recorded in Official Records Book 3063, Page 2163, of the Public Records of Osceola County, Florida.
20. Right of First Refusal in favor of FLPRD, LLC, as set forth in Memorandum recorded in Official Records Book 2829, Page 348, of the Public Records of Osceola County, Florida.
21. Reservation of Non-Exclusive Easement for Ingress and Egress as contained in Deed recorded in Official Records Book 2829, Page 231, of the Public Records of Osceola County, Florida.
22. Easement(s) recorded in Official Records Book 892, Page 1887, of the Public Records of Osceola County, Florida.

NOTE: Taxes for the year 2006 were paid. Gross amount is \$____; Tax I.D. #R252529-25350001____.

NOTE: In order to delete the survey exception, a satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the Company and/or its agent, through a current date, must be furnished at or before the closing, which survey discloses the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Additional requirements and/or exceptions will be made for any appropriate matters disclosed.

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ALTA Commitment-1966

SCHEDULE B - PART II

(Continued)

Items 1, 3, 4 and 5 will be deleted from Schedule B, Section 2 of the Commitment, provided:

- (a) a satisfactory current survey is submitted, if applicable;
- (b) an affidavit of the seller/mortgagor affirming no knowledge of any adverse matters or liens which might affect the title to the property, and possession;
- (c) it is determined the real property taxes and special assessments have been paid;
- (d) it is determined there is nothing of record which would give rise to construction liens which would take priority over the insured mortgage.

Additional exceptions will be made in the policy for any appropriate matters disclosed.

END OF SCHEDULE B - PART II

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Fidelity National Title Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by government entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Fidelity National Title, Inc.
Privacy Compliance Officer
601 Riverside Avenue
Jacksonville, FL 32204

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Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.