

TITLE INSURANCE COMMITMENT

Issued by



AGREEMENT TO ISSUE POLICY

We agree to issue 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-I.

The Exceptions in Schedule B-II.

The Conditions on Page 2.

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

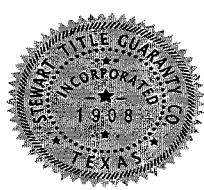
This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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 in Schedule A.

Stewart Jones Jr.
Chairman of the Board



William S. Morris
President



Countersigned
[Signature]
Authorized Countersignature



Company Name

Council, Idaho
City, State

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 you title according to the state statutes where your land is located.

2. LATER DEFECTS

the Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Section B – Section I 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 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 I

or

Eliminate with out written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more then the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy from 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.

SCHEDULE A

1. Commitment Date April 7, 2010 at 8:00 A.M.
2. Policy or Policies to be Issued:

	Amount	Premium
(a) ALTA Extended Owner's Policy Proposed Insured: TO BE AGREED UPON	\$TBD	\$TBD
3. The FEE SIMPLE interest in the land described or referred to in this Commitment is owned, at the commitment date, by:

MOUNTAIN WEST BANK, an Idaho Corporation
4. The land referred to in this Commitment is described as follows:

Lot 30 of Little Salmon River Estates, Adams County, Idaho as set forth on the official plat thereof in the Adams County Recorder's Office in Book 2 of Plats page 18; FORMERLY KNOWN AS Lot 1, Block 6, MeadowCreek Subdivision, formerly known as Kimberland Meadows Subdivision, as per name change recorded July 13, 1993 as Instrument No. 84350, records of Adams County, Idaho, and as set forth in Book 1 Plats page 48.

Purported Address: UNAVAILABLE

This Commitment may be subject to a cancellation fee pursuant to Department of Insurance rules.

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of item(s).
- (f) Items 2, 3, 4 may be removed after an inspection of the herein described land. Item No. 6 may be removed after an inspection if no work has been performed. If work has begun, please have the contractor contact this office immediately. We may have further requirements at that time.
- (g) You must give us the following information:
 - (1) Any off record leases, surveys, etc.
 - (2) Statement(s) of identity, all parties.
 - (3) Other.
- (h) We require a certified copy of the corporate resolution authorizing the sale and directing the execution of the forthcoming conveyance.

SCHEDULE B - SECTION 2 EXCEPTIONS

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of person in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims, (b) reservations or exceptions in patents, or an act authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public records.
7. Any service, installation, connection, maintenance or construction charges for Sewer, Water, Electricity, or Garbage collection or disposal or other Utilities unless shown as an existing lien by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the Estate or interest or Mortgage thereon covered by this Commitment.

Paragraphs 1-8 will not appear as printed exceptions on Extended Coverage Policies, except as to such parts thereof which may be typed as Special Exception in Schedule B, Section 2.

9. 2009 taxes of \$191.78, Tax Parcel Number RP00130000300A, are paid in full.
10. Taxes for the year 2010 are an accruing lien, not yet due or payable.
11. Reservations in United States patent recorded as Instrument No. 1852 and 11039.
12. Liens, levies, and assessments of the Little Salmon River Property Owners Association Irrigation District and MeadowCreek Property Owners' Association, Inc, or any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.

13. Easement agreements including terms and conditions, recorded November 23, 1982 as Instrument No. 65229, November 23, 1982 as Instrument No. 65230, November 18, 1994 as Instrument No. 87043 and January 8, 1996 as Instrument No. 89363.
14. An Agreement and Guarantee re Kimberland Meadows Simpco Lands to Adams County, recorded February 10, 1982 as Instrument No. 63590.
15. Easement granted Boise Cascade Corporation, recorded June 22, 1972 as Instrument No. 50533.
16. The Reservations, Easements and Rights-of-way contained in that certain Warranty Deed, granted to the Kimberland Meadows Property Owners Association, Inc., an Idaho Nonprofit Corporation, recorded September 5, 1986 as Instrument No. 72975.
17. Grant of Right of use of certain recreational facilities within Kimberland Meadows Subdivision, recorded August 14, 1987 as Instrument No. 74617.
18. Covenants, Conditions and Restrictions recorded as Instrument No. 91063 and supplemented by 93008 and 97042 and recorded September 13, 2005 as Instrument No. 109948, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
19. Covenants, Conditions and Restrictions on the recorded plat of said subdivision, recorded in Book 2 of Plats at Page 18 and Surveyor's Affidavit recorded October 17, 1996 as Instrument No. 90981 and Book 1 of Plats, page 48, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
20. Easement for roads reserved to Boise Cascade Corporation, recorded November 23, 1982 as Instrument No. 65229 and granted to Boise Cascade Corporation, recorded November 23, 1982 as Instrument No. 65230.
21. Easement for water line maintenance and repair granted to MeadowCreek Property Owners Association Incorporated, recorded July 22, 1996 as Instrument No. 90372.
22. Easement and agreement for ingress and egress by and between MeadowCreek Property Owners Association Incorporated and MC Properties, LLC recorded July 22, 1996 as Instrument No. 90373
23. Deed of trust to secure an original indebtedness of \$30,000.00, dated June 13, 2008 and any other amounts and/or obligations secured thereby.
Recorded: June 23, 2008 as Instrument No. 116615
Re-recorded: August 19, 2008 as Instrument No. 116949
Grantor: Katrina D. Goodrich, an unmarried person
Trustee: Timberline Title & Escrow, Inc.
Beneficiary: Mountain West Bank
Modification: Recorded February 24, 2009 as Instrument No. 117864

END

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security number and driver's license numbers.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business – to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes – to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company.</i>	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For our nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliated, such as a third party insurance company, we will disclose your personal information to that nonaffiliated. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing Practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Companies collect my personal information?	We collect your personal information, for example, when you (8) request insurance-related services (9) provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056.
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In Response to The Gramm - Leach - Bliley Act Effective 7/1/2001

PRIVACY POLICY

We Are Committed to Safeguarding Customer information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

1. Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
2. Information about your transactions with us, our affiliated companies, or others; and
3. Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

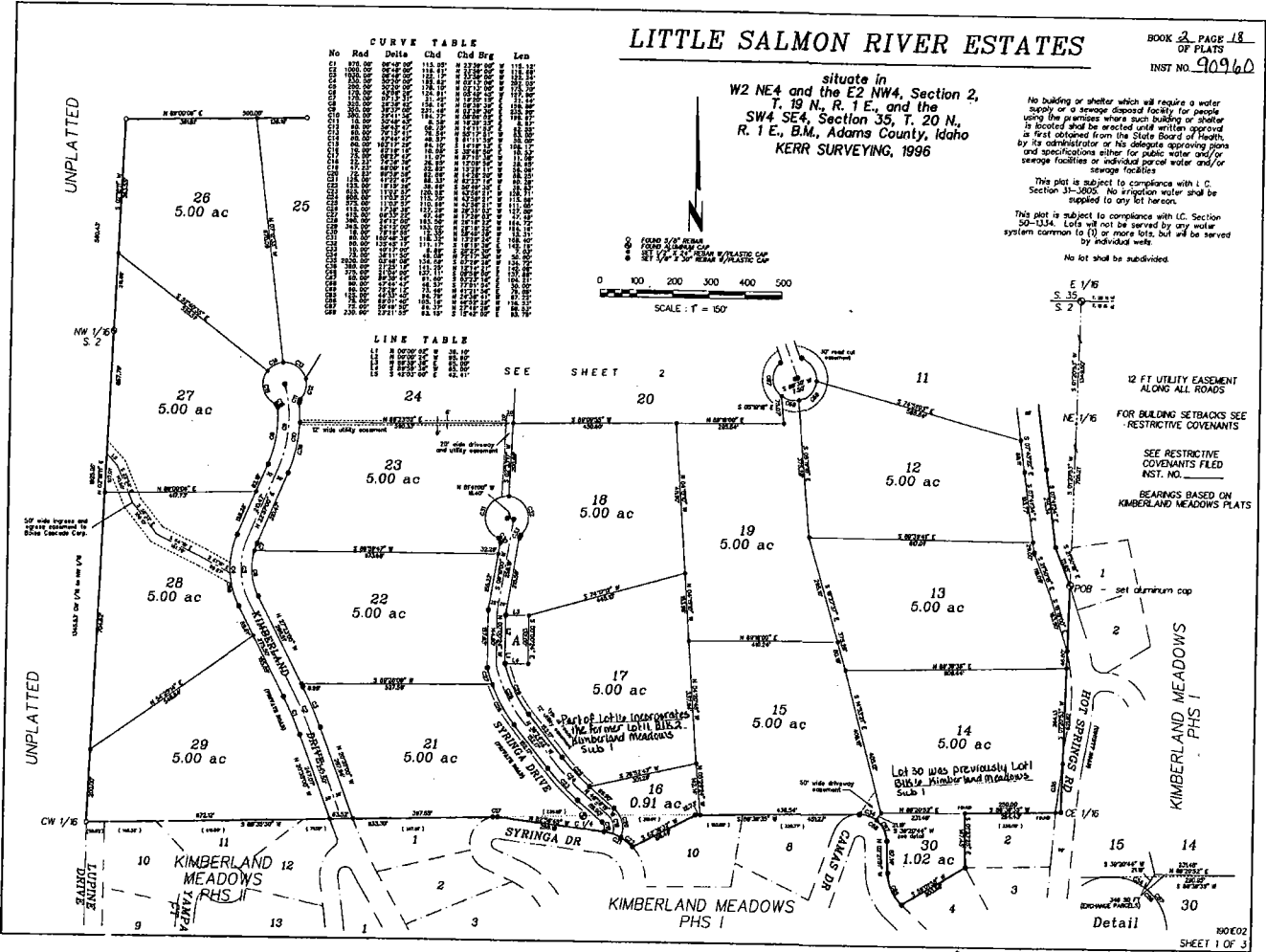
Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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COMPLIMENTS OF
AmeriTitle
 THIS SKETCH IS FURNISHED
 TO ASSIST IN PROPERTY
 LOCATION AND THE COMPANY
 DOES NOT GUARANTY
 ITS ACCURACY.



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 Subject