

MINTZ LEVIN

Frederick S. Armstrong | 617 348 4497 | fsarmstrong@mintz.com

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

July 25, 2008

BY FEDEX

11374-200-001

Yvonne M. Ward, Esq.
Easement Attorney
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway, 14th Floor
Albany, New York 12233

Re: Environmental Easement, NYSDEC Site No. C915192
Jonnie's Porta Signs/CVS Store #747
3734 South Park Avenue, Village of Blasdell, Hamburg, NY

Dear Ms. Ward:

Pursuant to Title 36 of Article 71 of the NYS Environmental Conservation Law, I have enclosed a copy of the Environmental Easement recorded with the Eire County Clerk's Office regarding the above-referenced property, the original title insurance policy insuring the easement, and a certified copy of the letter to the Town Clerk, Village of Blasdell, Town of Hamburg giving notice of the easement.

Please call me if you have any questions regarding these documents

Sincerely,



Frederick S. Armstrong

Enclosure

cc: Jennifer Sulla, Esq.
Susan P. Phillips, Esq.

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

BOSTON | WASHINGTON | NEW YORK | STAMFORD | LOS ANGELES | PALO ALTO | SAN DIEGO | LONDON

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July 25, 2008

BY CERTIFIED MAIL | RETURN RECEIPT REQUESTED

11374-200-001

Catherine A. Rybczynski
Town Clerk
Village of Blasdell
Town of Hamburg
S6100 South Park Avenue
Hamburg, NY 14075

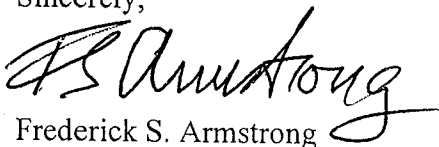
Re: Environmental Easement, NYSDEC Site No. C915192
Jonnie's Porta Signs/CVS Store #747
3734 South Park Avenue, Village of Blasdell, Hamburg, NY

Dear Ms. Rybczynski:

Pursuant to Title 36 of Article 71 of the NYS Environmental Conservation Law, I have enclosed a copy of the Environmental Easement recorded with the Eire County Clerk's Office regarding the above-referenced property. Please accept this letter as notice of the recording of said easement.

Please call me if you have any questions regarding the easement

Sincerely,


Frederick S. Armstrong

Enclosure

cc: Jennifer Sulla, Esq.
Susan P. Phillips, Esq.
Yvonne M. Ward, Esq. (NYSDEC)

*I hereby certify that
this is a true copy
of this document.
FS Armstrong
7/25/08*

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

BOSTON | WASHINGTON | NEW YORK | STAMFORD | LOS ANGELES | PALO ALTO | SAN DIEGO | LONDON

**ERIE COUNTY CLERKS OFFICE****County Clerk's Recording Page**Return To:

MINTZ LEVIN FREDERICK S ARMSTRONG
1 FINANCIAL CENTER

BOSTON MA 02111

Party 1:

SCP 2006-C23-186 LLC

Party 2:

PEOPLE OF THE STATE OF NEW YORK (THE)

Book: 11146 Page: 7505

Page Count: 10

Doc Type: EASEMENT/RTWY <500

Rec Date: 06/26/2008

Rec Time: 12:33:12 PM

Control #: 2008131643

User ID: lance

Trans Num: 553219

DEED SEQ: TT2007023108

MTG SEQ:

UCC:

SCAR:

INDEX:

Recording Fees:

RECORDING	\$0.00
COE CO RET	0
COE STATE GENERAL	\$0.00
COE STATE RM	\$0.00
TP584	\$0.00

Consideration Amount:

BASIC	\$1.00
SONYMA	\$0.00
ADDL	\$0.00
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA TT	\$0.00

Total: \$0.00

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT,
REQUIRED BY SECTIONS 318&316-a (5) OF THE REAL PROPERTY LAW
OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Kathleen C. Hochul
County Clerk

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 12th day of June, 2008, between SCP 2006-C23-186 LLC having an office at 220 Jackson Street, 2nd Floor, San Francisco, CA 94111 (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment, and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of environmental easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions, and

WHEREAS, the Legislature of the State of New York has declared that environmental easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum, and,

WHEREAS, Grantor, is the owner of real property located in the Village of Blasdell, Erie County, New York known and designated on the tax map of the Village of Blasdell as part of tax map parcel number 151.63-5-1.1 being the same as that property conveyed to Grantor by deed on March 13, 2007, and recorded in the Land Records of the Erie County Clerk at page 5255, liber 11126 of Deeds, or computerized system tracking/identification number C915192, comprised of approximately 0.58 acres, and hereinafter

Return to.

Mintz Levin
Frederick S. Armstrong
One Financial Center
Boston, MA 02111

Environmental Easement/Page 1 of 7

NR

✓ 1643

7950-9

County: Erie

Site No: C915192

Contract/Order No: B9-0683-05-03

more fully described and shown in Exhibit A and Exhibit B attached hereto and made a part hereof (the "Controlled Property"); and;

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Index No. B9-0683-05-03, Site No. C915192, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.
2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:
 - A. The Controlled Property may be used for commercial and industrial use as long as the following long-term controls are employed:
 - a. The groundwater beneath the site is not to be used as a potable water source.
 - b. The site should be certified every two years for institutional controls.
 - B. The Controlled Property may not be used for a higher level of use such as unrestricted or residential use and the above-stated controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.

D. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

E. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or Article 56, Title 5 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information: County, NYSDEC Site Number, NYSDEC Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

County: Erie

Site No: C915192

Contract/Order No: B9-0683-05-03

Parties shall address correspondence to:

Environmental Easement Attorney
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
8. Amendment. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

County: Erie

Site No: C915192

Contract/Order No: B9-0683-05-03

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

SCP 2006-C23-186 LLC

By: _____

Charles S. Swanson

Title: President

Date: 12/7/07

**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE
PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the
Department of Environmental Conservation

By: _____

Alexander B. Grannis, Commissioner

County: Erie

Site No: C915192

Contract/Order No: B9-0683-05-03

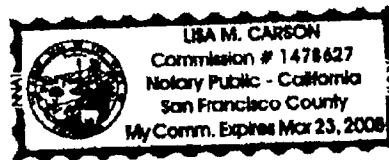
Grantor's Acknowledgment

STATE OF CALIFORNIA)
) ss:
COUNTY OF San Francisco)

On the 21st day of December, in the year 2007, before me, the undersigned, personally appeared Charles S. Swanson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who, being duly sworn, did depose and say that he is the President duly appointed of SCP 2006-C23-186 LLC the corporation described in and which executed the above instrument; and that he signed his name thereto by the authority of the board of directors of said corporation.



Notary Public - State of California
Comm Expires 03/23/2008



Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 12th day of June, in the year 2008, before me, the undersigned, personally appeared ALEXANDER B. GRANHIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public - State of New York

Yvonne M. Ward
Notary Public - State of New York
No. 02WA6115885
Qualified in Saratoga County
My Commission Expires Sept. 13, 2008

EXHIBIT A

LEGAL DESCRIPTION

ENVIRONMENTAL EASEMENT

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Blasdell, Town of Hamburg, County of Erie and State of New York, being part of Lot No. 40, Township 10 and Range 7 of the Buffalo Creek Reservation, and being more particularly bounded and described as follows:

BEGINNING at a rebar with cap in the monumented easterly highway boundary of South Park Avenue (U. S. Route No. 62) at its intersection with the northerly line of lands conveyed by John J. Kaczor and Eugene M. Kaczor to John S. Kaczor as described in two (2) Warranty Deeds dated September 15, 2002 and recorded in the Erie County Clerk's Office on September 20, 2002 in Liber 11013 of Deeds at pages 9018 & 9027, said rebar also being 69.00 feet distant northerly along said easterly boundary of South Park Avenue from its intersection with the northerly line of lands conveyed by Frank S. Martin, Virginia M. Saunders, William W. Stambach and Ida Hascall to the Union Free School District No. 8, Town of Hamburg as described in a Warranty Deed dated October 25, 1937 and recorded in said Clerk's Office on November 23, 1937 in Liber 2726 of Deeds at page 432; thence North 00 degrees 00 minutes 55 seconds East along said easterly boundary of South Park Avenue, a distance of 117.92 feet to a point; thence North 00 degrees 09 minutes 40 seconds West, continuing along said easterly boundary of South Park Avenue, a distance of 45.05 feet to a New York State Department of Transportation right of way monument, said monument being at the southerly corner of lands appropriated by the People of the State of New York on August 6, 1989, designated on Map No. 23 as Parcel No. 26; thence North 41 degrees 17 minutes 38 seconds East along the southeasterly line of said parcel No. 26, a distance of 30.21 feet to a drill hole in the monumented southerly highway boundary of Lake Avenue, also known as Lake Avenue Extension; thence South 88 degrees 33 minutes 59 seconds East along said southerly boundary of Lake Avenue, a distance of 109.98 feet to a point at the northwesterly corner of the first of two parcels of land conveyed by Steve Hetey and Paul Munich to the Blasdell Bowling Academy, Inc. as described in a Quit Claim Deed dated July 31, 1948 and recorded in said Clerk's Office on August 4, 1948 in Liber 4374 of Deeds at page 160; thence South 00 degrees 15 minutes 02 seconds West along the westerly line of said first parcel of lands conveyed to the Blasdell Bowling Academy, Inc., a distance of 116.92 feet to a point; thence South 88 degrees 40 minutes 14 seconds East along the southerly line of said first parcel of lands conveyed to the Blasdell Bowling Academy, Inc. a distance of 20.00 feet to a point in the westerly line of the second of two parcels conveyed to the Blasdell Bowling Academy, Inc. as described in said Quit Claim Deed recorded in Liber 4374 of Deeds at page 160; thence South 00 degrees 15 minutes 02 seconds West along said westerly line of the second parcel of land conveyed to the Blasdell Bowling Academy, Inc., a distance of 69.00 feet to a rebar with cap at the northeasterly corner of said lands of Kaczor; thence North 88 degrees 40 minutes 14 seconds West along said northerly line of Kaczor, a distance of 149.01 feet to the railroad spike at the point or place of beginning.

Book11146/Page7514

STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)

Attached to and made a part of Policy Number: 5007-25395

1. Covered Risk Number 2(c) is deleted.
2. The following is added as a Covered Risk:
"11. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."
3. Exclusion Number 5 is deleted, and the following is substituted:
 5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: June 26, 2008

Reference Information:

Buy/Borr: New York State Department of Environmental
Conservation


Seller: SCP 2006-C23-186 LLC

Lender:

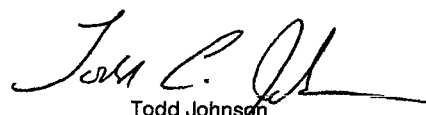
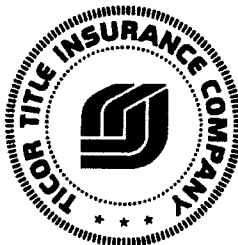
Prop: 3734 South Park Avenue, Hamburg, New York
(Erie County)

TICOR TITLE INSURANCE COMPANY

By:


Raymond R. Quirk
President

By:


Todd Johnson
Secretary

Authorized Signatory

Note: This endorsement shall not be valid or binding until
countersigned by an authorized signatory.

STANDARD NEW YORK ENDORSEMENT (5/1/07)
FOR USE WITH ALTA OWNER'S POLICY (6-17-06)

N07SO 4/07 KMS

SAS LPM 07/16/08 07:52:27

Policy No: 5007-25395

OWNER'S POLICY OF TITLE INSURANCE

Issued by

TICOR TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, TICOR TITLE INSURANCE COMPANY, a California corporation (the Company) insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;

Policy No: 5007-25395

- (c) the subdivision of land; or
- (d) environmental protection

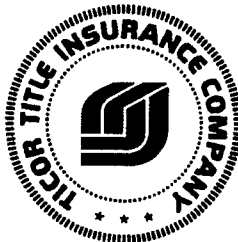
if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

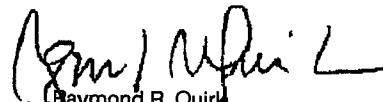
IN WITNESS WHEREOF, TICOR TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Issued by:
TICOR TITLE INSURANCE COMPANY
424 MAIN STREET - STE 200
BUFFALO, NY 14202
Tel (716)854-2982 Fax (716)852-7346




TICOR TITLE INSURANCE COMPANY

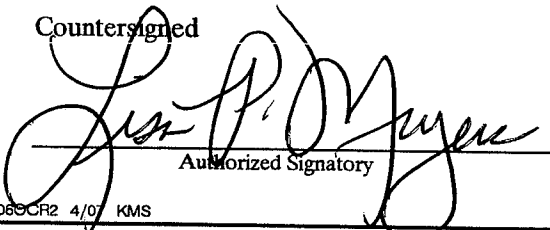
By:


Raymond R. Quirk
President

By:


Todd Johnson
Secretary

Countersigned


Authorized Signatory

EXCLUSIONS FROM COVERAGE

Policy No: 5007-25395

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,

- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

Policy No: 5007-25395

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the

Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental

regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

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- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.
- 9. LIMITATION OF LIABILITY**
- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**
- All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.
- 11. LIABILITY NONCUMULATIVE**
- The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.
- 12. PAYMENT OF LOSS**
- When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.
- 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**
- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.
- 14. ARBITRATION**
- Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.
- 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**
- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
- 16. SEVERABILITY**
- In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
- 17. CHOICE OF LAW; FORUM**
- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
- 18. NOTICES, WHERE SENT**
- Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:
- Chicago Title Insurance Company
Attn: Claims Department
P.O. Box 45023
Jacksonville, FL 32232-5023

OWNER'S POLICY OF TITLE INSURANCE
ALTA OWNER'S POLICY (6/17/06)

No: **5007-25395**

Date of Policy: June 26, 2008

Amount of Insurance: \$35,000.00

1. Name of Insured:

New York State Department of Environmental Conservation

by Environmental Easement made by SCP 2006-C23-186 LLC to New York State Department of Environmental Conservation dated June 12, 2008 and recorded June 26, 2008 in Liber 11146 of Deeds at page 7505.

2. The estate or interest in the land which is covered by this Policy is:

ENVIRONMENTAL EASEMENT

3. Title to the estate or interest in the land is vested in the Insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is known as:

Address: 3734 South Park Avenue
City/Town: Hamburg
County: Erie
State: NY
Lot No.: 40
Subdivision:

(Legal Description Continued on Attached Page)

OWNER'S POLICY OF TITLE INSURANCE

ALTA OWNER'S POLICY (6/17/06)

No:

5007-25395

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Blasdell, Town of Hamburg, County of Erie and State of New York, being part of Lot No. 40, Township 10 and Range 7 of the Buffalo Creek Reservation, and being more particularly bounded and described as follows:

BEGINNING at a rebar with cap in the monumented easterly highway boundary of South Park Avenue (U. S. Route No. 62) at its intersection with the northerly line of lands conveyed by John J. Kaczor and Eugene M. Kaczor to John S. Kaczor as described in two (2) Warranty Deeds dated September 15, 2002 and recorded in the Erie County Clerk's Office on September 20, 2002 in Liber 11013 of Deeds at pages 9018 & 9027, said rebar also being 69.00 feet distant northerly along said easterly boundary of South Park Avenue from its intersection with the northerly line of lands conveyed by Frank S. Martin, Virginia M. Saunders, William W. Stambach and Ida Hascall to the Union Free School District No. 8, Town of Hamburg as described in a Warranty Deed dated October 25, 1937 and recorded in said Clerk's Office on November 23, 1937 in Liber 2726 of Deeds at page 432; thence North 00 degrees 00 minutes 55 seconds East along said easterly boundary of South Park Avenue, a distance of 117.92 feet to a point; thence North 00 degrees 09 minutes 40 seconds West, continuing along said easterly boundary of South Park Avenue, a distance of 45.05 feet to a New York State Department of Transportation right of way monument, said monument being at the southerly corner of lands appropriated by the People of the State of New York on August 6, 1989, designated on Map No. 23 as Parcel No. 26; thence North 41 degrees 17 minutes 38 seconds East along the southeasterly line of said parcel No. 26, a distance of 30.21 feet to a drill hole in the monumented southerly highway boundary of Lake Avenue, also known as Lake Avenue Extension; thence South 88 degrees 33 minutes 59 seconds East along said southerly boundary of Lake Avenue, a distance of 109.98 feet to a point at the northwesterly corner of the first of two parcels of land conveyed by Steve Hetey and Paul Munich to the Blasdell Bowling Academy, Inc. as described in a Quit Claim Deed dated July 31, 1948 and recorded in said Clerk's Office on August 4, 1948 in Liber 4374 of Deeds at page 160; thence South 00 degrees 15 minutes 02 seconds West along the westerly line of said first parcel of lands conveyed to the Blasdell Bowling Academy, Inc., a distance of 116.92 feet to a point; thence South 88 degrees 40 minutes 14 seconds East along the southerly line of said first parcel of lands conveyed to the Blasdell Bowling Academy, Inc. a distance of 20.00 feet to a point in the westerly line of the second of two parcels conveyed to the Blasdell Bowling Academy, Inc. as described in said Quit Claim Deed recorded in Liber 4374 of Deeds at page 160; thence South 00 degrees 15 minutes 02 seconds West along said westerly line of the second parcel of land conveyed to the Blasdell Bowling Academy, Inc., a distance of 69.00 feet to a rebar with cap at the northeasterly corner of said lands of Kaczor; thence North 88 degrees 40 minutes 14 seconds West along said northerly line of Kaczor, a distance of 149.01 feet to the railroad spike at the point or place of beginning.

15A-40-34

OWNER'S POLICY OF TITLE INSURANCE

ALTA OWNER'S POLICY (6/17/06)

No: 5007-25395

This Policy does not insure against loss or damage (and the Company will not pay costs, legal fees, or expenses) which arise by reason of the following items, and the mortgage, if any referred to in Item 4 of Schedule A.

1. Rights and claims of parties in possession not shown of record.
- C* 2. Future installments of special assessments for improvements payable with County taxes.
3. Any state of facts an inspection of premises would disclose.
- F* 4. New York Real Property Tax Law Sections 302 and 520 may affect the real estate tax liability if the premises described in Schedule "A" have a tax exemption. Pursuant to the Real Property Tax Law, the exemption of the premises from taxation terminates immediately upon the acquisition of title by a non-exempt entity. The premises shall be taxed pro rata for the unexpired term of that taxable year and subsequent thereto at the full valuation without benefit of such tax exemption.
- K* 5. Mortgage for \$3,979,971.55 and interest made by SCP 2006-C23-186 LLC to Wells Fargo Bank Northwest, National Association, as Trustee dated November 30, 2006 and recorded March 13, 2007 in Liber 13340 of Mortgages at page 1656.

NOTE: The above mortgage is subordinate to the easement insured hereunder.

- AD* 6. Exceptions as disclosed by Survey #27615 made by Abate Associates, Engineers & Surveyors, P.C. and dated December 13, 2007 as follows:
 - AE* a. Steel frame building on premises next easterly encroaches onto premises.
 - AE* b. Facade overhang on building on premises next easterly encroaches onto premises.
 - AF* c. Water lines cross premises.
 - AG* d. Storm sewer lines cross premises.
 - AH* e. Catch basin on premises.
- L* 7. Terms, covenants, and restrictions contained in an instrument recorded in Liber 4269 of Deeds at page 520 as corrected by Liber 4327 of Deeds at page 482.
- Y* NOTE: This policy insures that the above terms, covenants and restrictions will not interfere with the use or enjoyment of the improvements erected on the insured premises.
- M* 8. Lien of New York Estate Taxes for the Estate of Anthony John Cosentino, a/k/a Anthony J. Cosentino, deceased, (Case No. 99-1153).

NOTE: This policy insures against collection of said lien from insured premises.

9. Assignment of Leases and Rents made by SCP 2006-C23-186 LLC to Wells Fargo Bank Northwest, National Association, as Trustee dated November 30, 2006 and recorded March 13, 2007 in Liber 13340 of Mortgages at page 1787 and in Liber 11126 of Deeds at page 5261.

NOTE: The above assignment of leases and rents are subordinate to the easement insured hereunder.

(CONTINUED)

Issued By:

TICOR TITLE INSURANCE COMPANY

Schedule B (cont'd)

OWNER'S POLICY OF TITLE INSURANCE
ALTA OWNER'S POLICY (6/17/06)

No: **5007-25395**

- 0 10. Subordination, Non-Disturbance and Attornment Agreement made by SCP 2006-C23-186 LLC to Wells Fargo Bank Northwest, National Association, as Trustee and CVS Albany, LLC dated November 30, 2006 and recorded March 13, 2007 in Liber 11126 of Deeds at page 5281.

NOTE: The above Subordination, Non-Disturbance and Attornment Agreement is subordinate to the easement insured hereunder.

- 2 11. Memorandum of Lease made by SCP 2006-C23-186 LLC to CVS Albany, LLC dated December 1, 2006 and recorded March 13, 2007 in Liber 11126 of Deeds at page 5294.

NOTE: The above memorandum of lease is subordinate to the easement insured hereunder.

Issued By:

TICOR TITLE INSURANCE COMPANY

Signature Page

OWNER'S POLICY OF TITLE INSURANCE
ALTA OWNER'S POLICY (6/17/06)

No:

5007-25395

Countersigned


Authorized Signatory

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 Parties - 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.