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February 18, 2009

Michael P. Exchanger and Mary S. Exchanger  
4160 Douglas Blvd  
Granite Bay, CA 95746-5964

### Letter of Assurance

RE: API Order No. 36850  
1234 Anywhere Street, Boise, Idaho ("Relinquished Property")

Dear Mr. & Mrs. Exchanger:

When using the services of Asset Preservation, Inc. or any of its wholly owned subsidiaries (collectively the "Qualified Intermediary") as a qualified intermediary relative to the exchange concerning the real and/or personal property, as referred to above, Stewart Information Services Corporation ("SISCO"), subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse Exchanger, as defined below, for actual direct losses incurred by Exchanger in connection with such exchange when conducted by Qualified Intermediary when such loss arises out of failure of Qualified Intermediary to comply with the terms of the exchange agreement ("Exchange Agreement") and any corresponding documents executed between Qualified Intermediary and Exchanger or for any actual loss incurred by Exchanger relating to fraud or dishonesty of Qualified Intermediary, its employees, officers or agents in handling Exchanger's funds or documents in connection with such exchange.

### CONDITIONS AND EXCLUSIONS

- A. SISCO will not be liable to Exchanger for loss arising out of impairment of Exchanger's funds in the course of collection, investment in any designated investment vehicle or while on deposit with a bank due to such bank's or investment's failure, insolvency or suspension, except such as shall result from failure of Qualified Intermediary to comply with the Exchange Agreement which may require the deposit of funds in a bank or other designated depository or investment, as specified in the Exchange Agreement.
- B. When SISCO shall have reimbursed Exchanger pursuant to this letter, SISCO shall be subrogated to all rights and remedies which Exchanger would have had against any person(s) and/or property had Exchanger not been so reimbursed. Liability of SISCO for such reimbursement shall be reduced to the extent that Exchanger has knowingly and voluntarily impaired the value of such right of subrogation.
- C. SISCO shall not be responsible to Exchanger for any loss suffered or incurred by Exchanger due to adverse tax consequences rendered by any State or Federal agency.
- D. Notice of any loss suffered by Exchanger protected by this letter shall be made promptly to SISCO at its Principal Office in Houston, Texas, addressed to President, Stewart Information Services Corporation, 1980 Post Oak Blvd., Ste. 800, Houston, Texas, 77056. With respect to a claim of loss, written notice shall be received by SISCO together with a brief statement of the factual basis of such claim as provided in this paragraph D. When the failure to give prompt notice shall prejudice SISCO, liability of SISCO hereunder shall be reduced to the extent of such prejudice. SISCO shall not be liable hereunder unless notice of such loss, in writing, is received by SISCO at its Principal Office within ninety (90) days from the date of

discovery of loss. SISCO's liability hereunder is additionally conditioned upon Exchanger's compliance with the following: commencing with the date of Exchanger's discovery of loss and continuing during the thirty (30) day period following delivery of notice of the loss to SISCO, Exchanger shall not disclose the existence of its claim to any third party other than Exchanger's legal counsel and shall refrain from filing a cause of action in any court against SISCO or any of its subsidiaries except for a claim seeking a non-monetary equitable remedy deemed reasonably necessary in the judgment of Exchanger's legal representative to prevent further loss.

- E. SISCO shall not be liable for any consequential, special, indirect, exemplary, or punitive damages suffered by Exchanger, if any.
- F. Any liability of SISCO for loss incurred by Exchanger in connection with the Exchange of the aforesaid real estate and/or personal property by Qualified Intermediary shall be limited to the entity or person to whom addressed and only to the extent of such protection provided by this letter and shall not benefit any other parties, unless otherwise specifically provided herein.
- G. This letter agreement represents the entire agreement between the parties and may be amended only by a written agreement executed by both parties.

The assurance offered Exchanger herein shall be effective upon the closing of the first sale of Relinquished Property by Qualified Intermediary pursuant to an Exchange Agreement timely executed by Exchanger and Qualified Intermediary and shall expire upon Qualified Intermediary's delivery to Exchanger all property and/or cash required to be delivered to Exchanger under the terms of such Exchange Agreement.

Sincerely,



Stewart Morris, Jr., President

**Countersigned:**  
Asset Preservation, Inc.

By: \_\_\_\_\_

Title:  
Date:

**Accepted:**

\_\_\_\_\_ Dated: \_\_\_\_\_  
Michael P. Exchanger

\_\_\_\_\_ Dated: \_\_\_\_\_  
Mary S. Exchanger