



AUCTION TRACTS 21-25B
Burke County
CMP 1-20

First American Title Insurance Company

COMMITMENT INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
25400 U.S. Highway 19 North, Suite #135
Clearwater, FL 33763

or

The office which issued this Commitment

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TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) 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.

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

First American Title Insurance Company

BY *[Signature]* PRESIDENT

ATTEST *[Signature]* SECRETARY



SCHEDULE A

File No.: **NCS-418414-CLWR**

1. Commitment Date: October 24, 2009 at 7:30 a.m.
2. Policy (or Policies) to be issued:
 - a. ALTA Owners Policy (06-17-06) \$TBD

Proposed Insured:
To Be Determined
 - b. ALTA Loan Policy 1056.06 (06-17-06) \$

Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by Terrapointe LLC, a Delaware limited liability company, by virtue of that certain Limited Warranty Deed from Rayonier Forest Resources, L.P., a Delaware limited partnership (prior to name change f/k/a Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership), duly authorized to do business in Georgia, dated April 1, 2008, filed April 10, 2008, and recorded in Deed Book 697, Page 19, Burke County, Georgia records.
4. The Land referred to in this Commitment is described as follows:

See Schedule A attached hereto and made a part hereof:

SCHEDULE A (Continued)File No.: **NCS-418414-CLWR**TRACT TWO
CMP 1-20

All that tract, lot or parcel of land lying and being in the 65th G. M. District of Burke County, Georgia, containing 349.91 acres, more or less, and shown and designated as Parcel "B" on a plat of survey made by T. Larry Rachels Registered Land Surveyor (Ga. Reg. No. 1730) dated the 26th day of November, 1971, Revised October 18, 1972, a copy of which is recorded in the Office of Clerk of Burke Superior Court in File for Plats No. A-3575. Said property being bounded now or formerly as follows: North by property of C.A. and R.H. Templeton and by property of Ralph Newman; East by property of John R. Bates; South by right of way of a paved county road leading from Keysville to Hephzibah, Georgia; and West by property of Roger H. Clark, property of Jimmie Ealy, and by property of C.A. and R.H. Templeton. Reference is hereby made to said plat and the record thereof for a more accurate description of said property as to metes, bounds and location. This is a portion of Tracts A, B, and C of the Old Rheney Place, said tracts being shown in Plat Book 5, Page 27, in said Clerk's office. The property herein described is a portion of a tract of 465.2 acres conveyed to Nat S. Dye by deed of Ethel B. Clark, also known as Mrs. R.H. Clark, dated January 11, 1972 and recorded in said Clerk's office in Deed Book 89, Page 165. By deed dated January 11, 1972 and recorded in Deed Book 89, Page 166, the said Nat S. Dye conveyed a 1/2 undivided interest in said 465.2 acres to Pat F. Dye.

LESS AND EXCEPT:

All that tract or parcel of land situate and being in the 65th G. M. District, Burke County, Georgia, containing 2.91 acres, more or less, bounded on the Northeast, Southeast and Southwest by lands of RTOC, Limited Partnership, and on the Northwest by lands of R. H. Templeton. This tract of land is more particularly described by reference to plat of survey thereof made for George and Julia Mae Jackson by Steve Bargerion & Associates dated January 29, 1988, a copy of which is recorded in the Office of the Clerk of Burke Superior Court in File for Plats No. A-5535. This is a portion of the land conveyed to ITT Rayonier Incorporated by the Citizens & Southern National Bank, as Trustee for "Joint Ventures", by deed dated April 19, 1979, recorded in said Clerk's Office in Deed Book 118, Pages 671-3.

Less and Except any part in Public Road Rights of way.

Tax Parcel: 028-040

SCHEDULE B - SECTION I

REQUIREMENTS

File No.: **NCS-418414-CLWR**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or mortgage to be Insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. 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.
5. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be Insured must be signed, delivered and recorded.
 - a. **Limited Warranty Deed from Terrapointe LLC, a Delaware limited liability company**, in a form approved by the Company, to **To Be Determined** conveying interest in subject property.
6. As to the execution of the aforementioned Deed(s), the Company requires proof, satisfactory to us, that:
 - a. The Articles of Organization listing the members of the limited liability company have been produced and reviewed;
 - b. The Deeds(s), required above, has been authorized by the managing member, reciting the terms of the conveyance; and
 - c. The member executing the above-required Deed(s) hold office in the company as evidenced by a certificate of incumbency.
7. Evidence of the good standing of Owners and, as appropriate, of the Insured, and of the incumbency and authority of the officers of Owners and of the Insured who will execute the instrument of conveyance.
8. Execution and delivery to us of an Owner's Affidavit, in context to the transaction. **NOTE:** if brokers are involved in this transaction, we will require evidence of release and satisfaction of broker's liens.
9. A current and accurate survey of the land, certified to the Company, to the Insured, and to the Lender, if we are expected to delete or modify the general survey exception.

10. Proof satisfactory to the Company that no improvements or repairs were made upon the land within the 95 days preceding the filing for record of the instrument creating the interest to be insured, or in the event such improvements or repairs were made, that they are completed and that all costs incurred in connection therewith have been fully paid; that there are no easements or claims of easements which do not appear of public record; and that there are no parties in possession or with a right to possession of the subject property.
11. No Outstanding Deed to Secure Debt of record - Please Inquire.
12. The Georgia Commercial Real Estate Broker Lien Act applies to a sale, lease, option, loan or other transfer of commercial real estate. The Company must be provided proof, in affidavit form from the Seller and Purchaser, satisfactory to the Company, (a) of payment in full of any broker's services which have been engaged with regard to the management, sale, purchase, lease, option or other conveyance or proposed conveyance of any interest in the subject commercial real estate, together with a lien waiver or estoppel letter from any party determined by such affidavit to have a right to file a broker's lien, and (b) that no notice of lien for any such services has been received. In the event that said affidavit(s) contain any qualification with respect to any such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified Broker(s) must be obtained.

NOTE: Where the possibility of a right to file a broker's lien is determined and no lien waiver or estoppel letter provided to the Company, the following exception will be included in the policy to be issued pursuant to this Commitment.

Any broker's lien, or right to a broker's lien, imposed by law.

13. Based upon information developed or received in satisfaction of the above, the Company reserves the right to impose additional conditions or to set new requirements.

SCHEDULE B - SECTION II

EXCEPTIONS FROM COVERAGE

File No.: **NCS-418414-CLWR**

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

1. Taxes or assessments of any taxing authority that levies taxes or assessments on real property.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2009, which are not yet due and payable and taxes for prior years arising from re-assessments or digest disputes.

NOTE: The 2008 State and Burke County, Georgia taxes were paid in the amount of \$5,310.88 on February 6, 2009 for tax map reference no. 028-040.

7. 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 covered by this Commitment.
8. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Although the Policy will insure the location of the boundaries of the land, no insurance is afforded as to the amount of area contained within said boundaries.
10. Rights of upper and lower riparian owner's in and to the waters of any creek or stream which bounds or traverses the land, free from increase, decrease or pollution.
11. Rights of tenants in possession, as tenants only, under unrecorded occupancy agreements.
12. Reservation of rights and privileges as contained in that certain Limited Warranty Deed from Rayonier Forest Resources, L.P., a Delaware limited partnership (prior to name change f/k/a Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership), duly authorized to do business in Georgia to Terrapointe LLC, a Delaware limited liability company, dated April 1, 2008, filed for record April 10, 2008, and recorded in Deed Book 697, Page 19, Burke County, Georgia records.

13. Reservation of oil, gas and other mineral substance and deposit rights as contained in that certain Quit Claim Deed from Rayonier Inc., a North Carolina corporation, (f/k/a ITT Rayonier Incorporated, a Delaware corporation) authorized for doing business in the State of Georgia to Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, authorized for doing business in the State of Georgia, dated October 18, 1999, filed for record November 8, 1999, and recorded in Deed Book 287, Page 234, aforesaid records; as corrected by that certain Quit Claim Deed, dated December 8, 2000, filed for record December 20, 2000, and recorded in Deed Book 321, Page 2, aforesaid records.
14. Reservation of oil, gas and other mineral substance and deposit rights as contained in that certain Quit Claim Deed from ITT Rayonier Incorporated, a Delaware corporation to Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, also organized under Georgia law, in which state it is known as RTOC, Limited Partnership, dated November 19, 1985, filed for record September 28, 1987, and recorded in Deed Book 159, Page 149, aforesaid records.
15. Subject to all matters as shown on File for Plats No. A-3575, aforesaid records.
16. Subject to all matters as shown on File for Plats No. A-2068, aforesaid records.
17. Subject to all matters as shown on Plat Book 5, Page 27, aforesaid records.
18. Right-of-Way Easement from Roger Clark to Jefferson County Electric Membership Corporation, dated February 12, 1946, filed for record August 23, 1950, and recorded in Deed Book 54, Page 552, aforesaid records.
19. General Permit from Roger Clerk to Southern Bell Telephone and Telegraph Company, dated December 19, 1957, filed for record December 30, 1957, and recorded in Deed Book 64, Page 47, aforesaid records.
20. Easements as conveyed in Rural Post Roads Right of Way Deed from Mrs. Ethel B. Clark to Burke County, Georgia, dated March 4, 1965, filed for record March 16, 1965, and recorded in Deed Book 75, Page 160, aforesaid records.
21. Easement for Right-of-Way from Ethel B. Clark to Georgia Power Company, dated May 17, 1967, filed for record June 2, 1967, and recorded in Deed Book 77, Page 519, aforesaid records.
22. Easements as conveyed in Rural Post Roads Right of Way Deed from ITT Rayonier Incorporated to Burke County, Georgia, dated May 18, 1987, filed for record May 20, 1987, and recorded in Deed Book 156, Page 689, aforesaid records.
23. Matters as would be disclosed by a current and accurate survey and inspection of the subject premises.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule 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 B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

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

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

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.



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, together with our parent company, The First American Corporation, 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 information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

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

- 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;
- Information about your transactions with us, our affiliated companies, or others; and
- 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 include financial service providers, such as title insurers, 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 and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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