



AUCTION TRACTS 5-6B
Emanuel County
CMP 1-115

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

PRESIDENT

ATTEST

SECRETARY



SCHEDULE A

File No.: **NCS-418441-CLWR**

1. Commitment Date: September 09, 2009 at 8:00 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) \$None

Proposed Insured:
None
3. Fee 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 the certain Corrective 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), dated November 12, 2008, filed November 18, 2008, and recorded in Deed Book 318, Page 95, Emanuel County, Georgia, aforesaid records (Tract Two); by virtue of that certain Limited Warranty Deed, dated April 1, 2008, filed April 09, 2008, and recorded in Deed Book 308, Page 129, aforesaid records (Tract Two); by virtue of that certain Limited Warranty Deed from A.D. Mercy to ITT Rayonier Incorporated, a Delaware corporation, dated December 13, 1976, filed February 22, 1978, and recorded in Deed Book H-A, Page 4, aforesaid records; by virtue of 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 September 29, 1987, and recorded in Deed Book 4, Page 208, aforesaid records; by virtue of that certain Affidavit of Title from Mary J. Berger, Assistant Secretary of Rayonier Forest Resources Company, dated October 31, 1990, filed November 12, 1990, and recorded in Deed Book 25, Page 87, aforesaid records; by virtue of that certain Affidavit of Title from Tracy K. Arthur, Assistant Secretary of Rayonier Timberlands Management, LLC, a Delaware limited liability company, dated November 13, 2008, filed November 21, 2008, and recorded in Deed Book 318, Page 303, aforesaid records; by virtue of that certain Affidavit of Title from Tracy K. Arthur, Assistant Secretary of Rayonier Inc., dated June 16, 2009, filed June 24, 2009, and recorded in Deed Book 327, Page 48, aforesaid 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-418441-CLWR**

Tract Two
CMP 1 - 115

All that tract or parcel of land, situate, lying and being in the 1748th G.M. District of Emanuel County, Georgia, containing 350.94 acres of land, more or less, as shown on a plat prepared by J.D. McLeod, Surveyor, on April 29, 1976, and recorded in Plat Book 9, Page 59, of the Records of the Clerk of the Superior Court of Emanuel County, Georgia. Said plat is by express reference hereby incorporated herein for a more full, complete and accurate description of said property. Said property being bounded as shown on said plat as follows:

North by lands of C.L. Gillis, Jr.; East by the Ochoopee River; Southeast by lands of Mrs. Donald Chapman and land of Roburn Durden; Southwest by lands of G.W. Stephens and West by lands of Rowland Gillis.

LESS that part of County or State Road Rights of Way.

Tax Parcel: 006-002

SCHEDULE B - SECTION I

REQUIREMENTS

File No.: **NCS-418441-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:
 - b. The Articles of Organization listing the members of the limited liability company have been produced and reviewed;
 - c. The Deeds(s), required above, has been authorized by the managing member, reciting the terms of the conveyance; and
 - d. The member executing the above-required Deed(s) hold office in the company as evidenced by a certificate of incumbency.
7. 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.
8. 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.
9. 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.

10. No open Security Instruments of record. Please inquire.
11. 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.
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-418441-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 2010 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes.

NOTE: The 2009 State and Emanuel County, Georgia taxes are due on December 20, 2009 in the amount of \$3,168.88 for tax map reference no. 006-002 .

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 Corrective 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 to Terrapointe LLC, a Delaware limited liability company, dated November 12, 2008, filed November 18, 2008, and recorded in Deed Book 318, Page 95, Emanuel County, Georgia records.

13. 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), to Terrapointe, LLC, a Delaware limited liability company, dated April 1, 2008, filed April 09, 2008, and recorded in Deed Book 308, Page 129, 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 September 28, 1987, and recorded in Deed Book 4, Page 208, aforesaid records.
15. Subject to all matters as shown on plat at Plat Book 9, Page 59, aforesaid records.
16. Easements as contained in that certain Right of Way Deed recorded in Deed Book G-O, Page 48, aforesaid records.
17. Subject to right and others to use, and to easement rights, if any, associated with the right of way and road depicted as Norris Road a/k/a County Road 158 on the Tax Map for subject property.
18. 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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