

# First American Title Insurance Company

## SCHEDULE A

Customer Reference No.: Rayonier/Okaloosa Auction/Tract 29

Agents File No: NCS-330213AA-CLW2                      Commitment No.: FA-C-13380

Date Issued: April 07, 2008

Date Effective: December 14, 2007 at 8:00 a.m.                      **(1st Revision)**

1. Policy or Policies to be issued:

(a) A.L.T.A. Owner's Policy                      Amount of Policy: To Be Determined  
(10/17/92 with Florida Modifications)                      Not To Exceed: \$ 1,000,000.00

Proposed Insured: A Natural Person or Legal Entity to be Designated

(b) A.L.T.A. Loan Policy                      Amount of Policy:  
(10/17/92 with Florida Modifications)

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is an estate designated as follows:

Fee Simple

3. Title to the estate or interest in the land described or referred to in this Commitment and covered herein (and designated as indicated in No. 2 above) is, at the effective date hereof, vested in:

Rayonier Forest Resources, L.P., a Delaware limited partnership, successor in interest to  
Rayonier Woodlands, LLC, a Delaware limited liability company

4. The land referred to in this Commitment is in the State of Florida, County of Okaloosa and described as follows:

See Schedule "A" attached hereto and by this reference made a part hereof.

First American Title Insurance Company

By: \_\_\_\_\_  
Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

# First American Title Insurance Company

## Schedule A (Continued)

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Commence at an existing pine knot, being the Southwest Corner of Section 22, Township 5 North, Range 24 West, Okaloosa County, Florida; thence proceed S 89°05'21" E for a distance of 2319.77 feet to a set 5/8" iron rebar with cap labeled KERMIT GEORGE FL LS 4150, said rebar being located in the centerline of Lee Cook Road (unpaved), said point also being the Point of Beginning; thence leaving said centerline of Lee Cook Road (unpaved) proceed S 89°05'21" E for a distance of 382.12 feet to a set 5/8" iron rebar with cap labeled KERMIT GEORGE FL LS 4150; thence proceed N 00°59'31" E for a distance of 1300.63 feet to a set 5/8" iron rebar with cap labeled KERMIT GEORGE FL LS 4150; thence proceed N 89°17'21" W for a distance of 1009.44 feet to a set 5/8" iron rebar with cap labeled KERMIT GEORGE FL LS 4150, said rebar being located on the east margin of Lee Cook Road (unpaved); thence leaving said east margin proceed S 01°09'04" W for a distance of 165.34 feet to a set 5/8" iron rebar with cap labeled KERMIT GEORGE FL LS 4150, said rebar being located in the centerline of Lee Cook Road (unpaved); thence along said centerline of Lee Cook Road (unpaved) proceed S 28°16'21" E for a distance of 549.55 feet to a set 5/8" iron rebar with cap labeled KERMIT GEORGE FL LS 4150; thence along said centerline of Lee Cook Road (unpaved) continue S 28°16'21" E for a distance of 681.06 feet to a set 5/8" iron rebar with cap labeled KERMIT GEORGE FL LS 4150; thence along said centerline of Lee Cook Road (unpaved) continue S 28°16'21" E for a distance of 85.90 feet back to the Point of Beginning.

Said parcel lying in the Southeast Quarter of the Southwest Quarter, Section 22, Township 5 North, Range 24 West, Okaloosa County, Florida.

# First American Title Insurance Company

## SCHEDULE B-I

(Requirements)

Agents File No.: **NCS-330213AA-CLW2**

Commitment No.: FA-C- **13380**

The following are the requirements to be complied with:

1. Payment to, or for the account of, the grantors or mortgagors the full consideration for the estate or interest to be insured.
2. Payment of all taxes, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid in full.
4. Instruments in insurable form which must be properly executed, delivered and duly filed for record:
  - a. Deed from Rayonier Forest Resources, L.P., a Delaware limited partnership, successor in interest to Rayonier Woodlands, LLC, a Delaware limited liability company, executed by the authorized general partner(s), to A Natural Person or Legal Entity to be Designated, together with proof of the original and continued qualification of said partnership to do business in its state of origin.
5. The Company is to be advised as to the identity and nature of the proposed insured under the owner's policy/mortgagor under the mortgage policy, and reserves the right to make such additional requirements as it may deem necessary.
6. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, entered as the amount of the Policy to be issued. Until the amount of the Policy to be issued shall be determined and entered as aforesaid, it is agreed by and between the Company, the applicant for this Commitment, and every person relying on this Commitment, that the Company cannot be required to approve any such evaluation in excess of \$1,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.
7. Submit an Affidavit of Title, acceptable to First American Title Insurance Company, executed by or on behalf of Rayonier Forest Resources, L.P., a Delaware limited partnership, successor in interest to Rayonier Woodlands, LLC, a Delaware limited liability company, sufficient to afford Extended Coverage over Standard Exceptions 1, 4 and 6 in the Policy to be issued to the insured (s), and shown in Schedule B-II hereof as 2, 5 and 7.

# First American Title Insurance Company

## SCHEDULE B-II

### (Exceptions)

Agents File No.: NCS-330213AA-CLW2

Commitment No.: FA-C- 13380

Schedule B of this policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. 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 or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. 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.
6. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
7. Taxes or special assessments which are not shown as existing liens by the public records.

NOTE: ITEMS 3, 4 AND 6 ABOVE ARE HEREBY INTENTIONALLY DELETED.

8. The lien of the taxes for the year 2008 and all subsequent years, which are not yet due and payable.  
2007 taxes are PAID.
9. Any and all prior reservations, conveyances, grants or leases of minerals of whatever kind or character, of record, located in or on or under the real property or any part thereof, and all rights and easements of record with respect to the mining, extraction, and removal of such minerals.
10. Subject to right-of-way for Lee Cook Road, as shown on Survey prepared by JWM Engineering, Inc., dated February 11, 2008, under Project No. 07-0126.
11. Encroachment of fence onto insured land, as shown on Survey prepared by JWM Engineering, Inc., dated February 11, 2008, under Project No. 07-0126.

# First American Title Insurance Company

12. Licenses granted by Rayonier Forest Resources, L.P. and/or its affiliates and/or subsidiaries, including but not limited to licenses to hunt and/or harvest timber.

# First American Title Insurance Company

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Note: All of the recording information contained herein refers to the Public Records of Okaloosa County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

## **Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 2075 Centre Pointe Boulevard, Tallahassee, Florida 32308-3752.

## **Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

# First American Title Insurance Company

## Florida Promulgated Closing Service Letter

The operation and scope of the following closing protection letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity(ies) set forth in the Letter and identified as a proposed insured in the commitment.

Re: Issuing Agent: Agent countersigning the attached commitment.

When title insurance of *First American Title Insurance Company* is specified for your protection in connection with closings of real estate transactions in which you are to be the lessee or purchaser of an interest in land or a lender secured by a mortgage (including any other security instrument) of an interest in land, the *First American Title Insurance Company*, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closing when conducted by said Issuing Agent when such loss arises out of:

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you, or
2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one to four family dwelling shall be protected as if this letter were addressed to your borrower.

Conditions and Exclusions

A. The *First American Title Insurance Company* will not be liable to you for loss arising out of:

1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the *First American Title Insurance Company*. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.

2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the *First American Title Insurance Company*.

4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.

B. When the *First American Title Insurance Company* shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the *First American Title Insurance Company* for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

C. Any liability of the *First American Title Insurance Company* for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of *First American Title Insurance Company*. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy, and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.

D. Claims of loss shall be made promptly to the *First American Title Insurance Company* at its principal office at 1 First American Way, Santa Ana, California 92707. When the failure to give prompt notice shall prejudice the First American Title Insurance Company, then liability of the *First American Title Insurance Company* hereunder shall be reduced to the extent of such prejudice. The *First American Title Insurance Company* shall not be liable hereunder unless notice of loss in writing is received by the *First American Title Insurance Company* within ninety (90) days from the date of discovery of such loss.

E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.

F. The protection herein offered will be effective until cancelled by written notice from the *First American Title Insurance Company*. Any previous insured Closing Service letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Vice President

# First American Title Insurance Company

## 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](http://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.