

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Annette Phillips

Authorized Countersignature



[Signature]

Senior Chairman of the Board

[Signature]

Chairman of the Board

[Signature]

President

Stewart Title Guaranty Company - National Title Services
5935 Carnegie Blvd, Suite 301
Charlotte, NC 28209
(888) 860-5554



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. 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 as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No.: 12000140073

1. **Effective Date:** February 01, 2012 at 8:00 A.M.

2. **Policy or Policies to be issued:**

Amount of Insurance

(a) A.L.T.A. Owner's 2006 (Extended)

T.B.D.

Proposed Insured:

To be determined

(b) A.L.T.A. Mortgagee's 2006 (Extended)

T.B.D.

Proposed Insured:

To be determined

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Kenneth D. Goodman, Trustee of Cranberry Realty Land Trust dated September 5, 1995 (as to lot f/k/a Lot 4) and Kimberly Judge (as to lot f/k/a Lot 2)

5. **The land referred to in this Commitment is described as follows:**

BEING located in County of Moore, State of North Carolina and more particularly described as:

Proposed Lot B, Recombination Survey Lots 1, 2 and 4 Page Plantation Subdivision, as shown on plat recorded in Plat Cabinet 15, Slide 456, Moore County Registry.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No. 12000140073

Schedule B of the 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 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. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - d. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - e. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - f. Any titles or rights asserted by anyone including but not limited to, persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, oceans or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
 - g. Taxes or special assessments which are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS:

3. Taxes for the year 2012 and subsequent years, a lien not yet due and payable.
4. Easements, setback lines and any other matters shown or noted on plat recorded in Plat Cabinet 8, Slide 47 and Plat Cabinet 15, Slide 456, Moore County Registry.
5. Terms, provisions, covenants, conditions, restrictions and easements, and charges, assessments and liens, if any, as set forth and described in instrument recorded in Book 1758, Page 163, Moore County Registry.
6. Easement(s) and/or right(s) of way to Carolina Power & Light Company recorded in Book 3127, Page 114, Moore County Registry. (Lot 4, Plat Cabinet 8, Slide 47)
7. Easement(s) and/or right(s) of way to Carolina Power & Light Company recorded in Book 3217, Page 116, Book 1362, Page 476 and Book 1682, Page 367, Moore County Registry. (Lot 2, Plat Cabinet 8, Slide 47)
8. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

File No.: 12000140073

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- a. Deed from Kenneth D. Goodman, Trustee of Cranberry Realty Land Trust dated September 5, 1995 and Kimberly Judge and spouse, if any, to a Buyer to be determined vesting fee simple title to the subject property.
- b. Deed of Trust from a Buyer/Borrower to be determined to a Lender to be determined securing an amount to be determined.

If coverage is to include the priority as of the date of recording of the insured deed of trust for advances made after recording, the deed of trust must (1) comply with the provisions of N.C.G.S. 45-67 et seq. for future advance or construction loan transactions, or (2) comply with the provisions of N.C.G.S. 45-81 et seq. for an equity line of credit.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
5. In regard to Kenneth D. Goodman, Trustee of Cranberry Realty Land Trust dated September 5, 1995, the Company will require the following information;
 - a. Copy of the Trust Agreement and all amendments thereto;
 - b. Authorization and consent signed by beneficiaries; and
 - c. Certification of Trustee certifying that the Trustee has authority under the Trust Agreement to sell the property, that said proposed sale is in the best interests of the beneficiaries, etc.

Any changes in status must be furnished to the Company prior to closing.

6. NCLTA Form 1, if no recent construction or addition of improvements on land and no construction loan by signing owner or borrower is contemplated;

NCLTA Form 2, if construction on the land was recently completed; or

NCLTA Form 3, if construction is in process or immediately contemplated (for loan, including construction financing).

In addition, if the proposed purchaser will be obtaining combined purchase and construction financing from proposed insured lender as a part of the transaction to be insured, proposed purchaser (construction loan borrower) must also provide duly completed and executed NCLTA Form 3 in order to obtain insurance of priority of the construction loan over such liens against the proposed purchaser (construction borrower).

NOTE: The Company reserves the right to make additional requirements or to take additional exceptions upon review of all required documents or in otherwise ascertaining further details of the transaction.

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056