

ALTA Commitment-2006
Chicago Title Insurance Company
Issuing Agent for Chicago Title Insurance Company
Issuing Office:

Claims Administration Office: P.O. Box 45023, Jacksonville, FL 32232-5023

SCHEDULE A

Loan No.:

File No.: 200911003

- | | | Policy Amount |
|----|--|---------------|
| 1. | Effective date: October 28, 2009 at 09:00 AM | |
| 2. | Policy or Policies to be issued: | |
| | (a) Owner's Policy: (ALTA Owner Policy (6/17/06)) | |
| | Proposed Insured: | |
| | TO BE DETERMINED | |
| | (b) Loan Policy: (ALTA Loan Policy (6/17/06)) | |
| | Proposed Insured: | |
| 3. | The estate or interest in the land described or referred to in this Commitment is: | |
| | Fee Simple | |
| 4. | Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: | |
| | TRUE NORTH EQUITIES, LLC | |
| 5. | The land referred to in this Commitment is described as follows: | |
| | The land referred to in this policy is situate, lying and being in Yancey County, North Carolina, and is described as follows: | |
| | SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF | |

**SCHEDULE B-SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Instrument(s) creating the estate or interest (Title) to be insured, executed, delivered and recorded in the Public Records of the appropriate county:
 - (a) Warranty Deed from the authorized member(s)/manager(s) of TRUE NORTH EQUITIES, LLC to purchases TO BE DETERMINED.
 - (b) Deed of Trust from borrower TO BE DETERMINED to a Trustee for lender TO BE DETERMINED securing the amount TO BE DETERMINED.
2. Cancellation, release, termination, discharge, or satisfaction of record of the following:
 - (a) Deed of Trust in favor of Old Republic Exchanged Facilitator Compa recorded in Book 575, at Page 38 securing the amount of [REDACTED] (Tracts One, Two and Three)
3. Payment of the full consideration to or for the account of the grantor(s) or mortgagor(s).
4. Payment of all taxes (including deferred taxes) and assessments (pending or confirmed) which are or may become a lien on the Land and are due OR payable at time of recording of the instrument creating the interest to be insured.
5. Payment of any owners' association dues, charges, or assessments claimed or due and payable at time of recording of the instrument creating the interest to be insured, whether or not a claim of lien has been filed, if same are or may become a lien superior to the interest to be insured.
6. For insurance regarding priority of conveyance by seller to proposed insured owner over potential liens for labor, services or materials, including surveyors, architects, engineers and rental equipment (herein "liens") of seller, or priority of proposed insured lender's deed of trust (once recorded) over said liens of seller and/or construction borrower, receipt of applicable NCLTA form (or substantially similar form approved by Company counsel prior to closing), completed and executed by all required parties in compliance with the form's instructions regarding same, to wit:
 - 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).
7. 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 include notice that it will secure future obligations (including revolving line of credit, if applicable), state the maximum principal amount and, as applicable, state either (1) the amount of present obligations secured and that all future obligations must be incurred within 15 years from the date thereof (in compliance with N.C.G.S. 45-67 et seq.) for future advance or construction loan transactions or (2) that it secures an equity line of credit and is governed by the provisions of Chapter 45, Article 9 of the North Carolina General Statutes (N.C.G.S. 45-81 et seq.) for an equity line of credit.
8. If this transaction involves a "short sale" or "short pay" under which an existing lender has agreed to cancel or release land from a deed of trust for less than the current balance owed on the debt or attributed to the land to be released, certification that (a) all lender requirements are met, and (b) lender's agreement to cancel or release does not include any condition or right to refuse to cancel or release land from said deed of trust or to later void the cancellation or release after receipt of the payment amount specified by lender.

**SCHEDULE B-SECTION I
REQUIREMENTS
(Continued)**

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END OF SCHEDULE B - SECTION I

**SCHEDULE B-SECTION II
EXCEPTIONS**

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. Taxes or assessments for the year 2010, not yet due or payable; and taxes or assessments for subsequent years, not yet due or payable.
3. Any discrepancy, conflict, access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean highwater mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land.
4. Title to any portion of the Land lying within the right of way of Brush Creek Road.
5. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.
6. French Broad Electric Membership Corporation right of way recorded in Book 236, page 311 and Book 87, page 191. (Tracts One, Two and Three)
7. Water rights as described in deed recorded in Book 137, page 473. (Tracts One, Two and Three)
8. Right of way as recorded in Book 136, page 162. (Tract One, Two and Three)
9. Rights of others for ingress and egress purposes in and to the use of all roadways affecting the land.
10. Title to that portion of the Land within the bounds of burial grounds, together with right of ingress, egress, and regress thereto.
11. The correctness of the square footage/acreage computation contained in the description of the Land is not insured.
12. Water rights, easements and maintenance provisions affecting the insured Land.
- 13.

14. **NOTES**

(A) NOTE: All terms, provisions, and Conditions of the American Land Title Association (ALTA) Commitment for Title Insurance (2006) are incorporated herein by reference including, but not limited to the following: (1) All liability and obligation under this Commitment shall cease and terminate 6 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. (2) If the policy to be issued is an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy 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/>>. (3) Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. A full copy of the ALTA Commitment for Title Insurance (2006) is available on our website at <<http://www.northcarolina.ctt.com>> or by contacting your local Chicago Title issuing office.

(B) NOTE: INSURED CLOSING PROTECTION LETTER - When closing of the transaction for which this commitment is issued is conducted by MICHAEL M. THOMPSON, the Company affords insured closing protection as described in the North Carolina Title Insurance Rating Bureau NCTIRB-01-2003 Closing Protection Letter, Filing PC064747 with the North Carolina Department of Insurance, to a Proposed Insured lessee, purchaser or lender as defined in said letter and identified in Schedule A of this Commitment. Said letter is incorporated by reference herein in its entirety. Closing protection coverage is provided in

**SCHEDULE B-SECTION II
EXCEPTIONS**

(Continued)

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an amount equal to the amount of coverage provided by the final policy issued hereunder in favor of said Insured(s). Note that under the terms of the Closing Protection Letter, a borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if the letter addressed to the lender were addressed to the borrower. In a refinance transaction, no closing protection coverage is available for the owner of an interest in land unless the land is classified as a one-to-four family dwelling. In the event title insurance coverage is obtained from another title insurance company, then closing protection coverage is hereby rescinded. Claims under such letter shall be made promptly to the Company at the issuing office or its Claims Department at P.O. Box 45023 Jacksonville, FL 32232- 5023 along with a copy of this commitment.

(C) NOTE: The Loan policy will include all endorsements listed below for which requirements for issuance have been met:

ALTA 8.1-06 Environmental Protection Lien – Paragraph b refers to the following state statute(s): None in North Carolina
ALTA 9-06 Restrictions, Encroachments, Minerals

END OF NOTES

EXHIBIT A

FIRST TRACT:

BEGINNING on a 30-inch red oak on a fence line and in the line of Charlie Garland and running thence with the Garland line and fence N 70 48 E 174.12 feet to an iron pin set at a found rock on the East side of NCSR 1317; thence N 70 48 E 18.00 feet to a point in the center of Brush Creek; thence along and with the centerline of Brush Creek S 30 04 W 269.25 feet to a point; thence leaving the center of Brush Creek and running N 86 23 W 7.14 feet to an iron pin on the Western bank of said creek; thence N 86 23 W 8.45 feet to a point in the centerline of NCSR 1317; thence with the centerline of NCSR 1317 S 18 22 W 76.34 feet to a point, S 14 05 W 232.61 feet to a point; thence leaving the centerline of said road and running with Riddle Branch N 61 49 E 36.93 feet to a point in the centerline of Brush Creek; thence along and with the center of Brush Creek S 18 10 W 69.73 feet to a point; S 02 50 E 35.00 feet to a point, S 80 56 W 71.49 feet to a point, S 03 32 W 105.24 feet to a point, S 33 25 W 96.44 feet to a point, S 07 18 W 92.75 feet to a point; thence leaving the centerline of said creek and running N 76 32 W 24.68 feet to a P. K. nail set in the center of NCSR 1317; thence leaving the centerline of said NCSR 1317 and running along and with the centerline of a private drive the following courses and distances; N 76 32 W 85.41 feet to a point, N 58 22 W 52.61 feet to a point, N 36 39 W 85.31 feet to a point, N 43 55 W 84.19 feet to a point, N 56 35 W 130.46 feet to a point, N 74 43 W 35.3 feet to a point, N 74 18 W 32.62 feet to a point; thence leaving the centerline of said drive and running N 27 43 E 12.15 feet to a point in the centerline of Riddle Creek; thence along and with the centerline of Riddle Creek N 66 03 W 36.06 feet to a point, N 81 55 W 48.73 feet to a point, S 76 39 W 192.75 feet to a point, S 70 26 W 32.68 feet to a point, S 78 74 W 177.03 feet to a point, N 67 34 W 7.20 feet to a point; thence leaving the centerline of said creek and running N 30 26 E 9.25 feet to a point; thence with the centerline of another drive N 30 26 E 56.34 feet to a point, N 55 01 E 164.66 feet to a point, N 36 18 E 158.46 feet to an iron pin set at the terminus of said point; thence along and with the fence in the line of property now or formerly owned by Charlie Garland N 72 34 E 242.17 feet to an iron pin set at a fence angle; N 64 48 E 62.40 feet to an iron pin set at a fence angle, N 57 04 E 268.20 feet to an iron pin set at a fence angle; N 64 44 E 135.91 feet to a tack in a fence post; S 79 32 E 25.76 feet to a fence angle; N 83 28 E 41.19 feet to an iron pin set in said fence line; N 52 23 E 31.46 feet to a tack set in a 20-inch white oak; N 26 22 E 90.75 feet **TO THE POINT OF BEGINNING**, containing 9.33 acres by DMD according to a map and plat of a survey by Robert E. Grindstaff, Registered Land Surveyor, dated 14 February, 1981, and revised 12/18/92.

SECOND TRACT:

BEGINNING at a marked 10-inch hickory, a corner with Lonas Hughes and Edgar R. Nickle, and running thence with the Nickle line, the same being marked and blazed, N 27 43 E 929.30 feet to a point in the centerline of a private drive, said point being a corner in the hereinabove described first tract; thence down and with said private drive, S 74 18 E 32.62 feet to a point, S 74 43 E 35.03 feet to a point S 56 35 E 130.46 feet to a point, S 43 55 E 84.19 feet to a point, S 36 39 E 85.31 feet to a point, S 58 22 E 52.61 feet to a point, S 76 32 E 85.41 feet to a point in the centerline of NCSR 1317, thence leaving NCSR 1317 S 76 32 E 24.68 feet to a point in the centerline of Brush Creek; thence along and with the centerline of Brush Creek the following courses and distances: S 07 18 W 24.02 feet to a point, S 16 43 E 55.47 feet to a point, S 48 31 E 36.06 feet to a point, S 58 45 E 242.33 feet to a point, S 38 35 E 36.36 feet to a point in the center of Brush Creek underneath an existing roadway, S 06 58 W 72.73 feet to a point, S 15 06 W 161.53 feet to a point, S 17 09 W 108.32 feet to a point, S 19 32 W 157.81 feet to a point, S 11 10 W 48.60 feet to a point, N 81 58 W 73.89 feet to a point in the center of a bridge crossing NCSR 1317, S 62 11 W 59.71 feet to a point, S 43 57 W 125.40 feet to a point; thence leaving Brush Creek and running with the line of Lonas Hughes N 66 24 W 13.11 feet to an iron set at a 14-inch red oak; thence along and with the Hughes line N 66 24 W 837.17 feet **TO THE POINT OF BEGINNING**, containing 17.61 acres by DMD, according to a map and plat of a survey by Robert E. Grindstaff, Registered Land Surveyor, dated 14 February, 1981, and revised 12/18/92.

THIS CONVEYANCE IS MADE SUBJECT TO the right-of-way of the North Carolina Department of Transportation for NCSR 1317 to its full legal width.

FOR TITLE REFERENCE see Yancey County Deed Book 526, Page 452.

THIRD TRACT:

BEGINNING on a 10- inch hickory in the Southern boundary line of the property herein described, the same being a corner with lands now or formerly owned by Lonas Hughes as described in the Yancey County Deed Registry at Deed Book 133, Page 314, and a corner with lands now or formerly owned by Jason Woody, and running thence with the Woody line and with a fence S 80 29 50 W 448.29 feet to a 20-inch red oak; thence N 85 38 50 W 77.63 feet to an 8-inch sourwood; thence continuing with a fence and the line of the L. E. Briggs heirs N 02 27 10 E 149.89 feet to an 11-inch red oak; thence N 15 59 20 E 110.04 feet to an iron pin set; thence N 23 57 00 E 81.61 feet to a 20-inch red oak; thence N 11 33 20 E 256.99 feet to a 10-inch maple; thence N 08 11 30 E 201.58 feet to a point in the centerline of a roadway leading through the herein described property to and from the L. E. Briggs property (this day conveyed to the GRANTEE); thence crossing said road and a small branch (known as Riddle Branch) N 08 11 30 E 61.53 feet to a 10-inch beech; thence continuing with the fence N 04 58 00 E 395.48 feet to a 10-inch wild cherry; thence N 27 52 10 W 133.78 feet to a set iron pin; N 12 01 30 W 313.57 feet to a set iron pin; thence S 82 36 20 W 10.82 feet to an iron set at a 24-inch maple; thence N 53 02 20 W 116.59 feet to an 18-inch maple; N 64 25 20 W 133.25 feet to a 14-inch red oak; N 56 20 10 W 190.67 feet to an 8-inch sourwood; N 50 26 20 W 31.94 feet to an iron pin set; N 37 57 50 W 158.22 feet to a 10-inch poplar; N 34 44 50 W 390.75 feet to a 28-inch stumping poplar, a corner between the Briggs Heirs and the Deyton Heirs; thence leaving the line of the L.E. Briggs heirs and running with the line the Dayton heirs and with a fence the following courses and distances; S 85 27 00 E 348.91 feet to a 10-inch hickory; S 81 50 40 E 232.43 feet to a 15-inch poplar; S 88 25 10 E 285.19 feet to a set iron pin; S 84 06 20 E 84.54 feet to a 4-inch red oak; S 84 53 20 E 163.82 feet to a set iron pin; and S 84 33 30 E 58.85 feet to a 28-inch maple, the Northeastern corner of the property herein described; thence continuing with a fence S 01 36 10 W 130.27 feet to a 10-inch hickory; S 07 31 50 W 57.30 feet to a set iron pin; S 09 45 40 W 52.48 feet to a 10-inch poplar; S 36 48 10 W 56.08 feet to a set iron pin; S 12 11 10 W 87.27 feet to a 10-inch cucumber; S 03 50 50 W 139.76 feet to a set iron pin; S 04 02 10 W 365.74 feet to it set iron pin; S 02 29 30 E 154.41 feet to a set iron pin; S 62 48 30 E 197.46 feet to a set iron pin; S 75 00 00 E 168.59 feet to a set iron pin; S 81 12 20 E 165.79 feet to a set iron pin; thence S 24 20 00 E 15.62 feet to an unmarked point in the centerline of a roadway leading to a cemetery (not on described property), said point located N 24 20 00 W 6.00 feet from a point in a fence line on the South side of said roadway, and being a corner with lands of Harold and Wanda Buchanan as described in the Yancey County Deed Registry at Deed Book 134, Page 559; thence running with the centerline of the roadway and with the Buchanan line S 46 08 10 W 158.46 feet to a point; and S 64 50 21 W 164.66 feet to a point; thence leaving the centerline of the roadway and running S 40 15 50 W 56.34 feet to an iron set at an 11-inch whiz oak; thence S 40 15 50 W 9.25 feet to an unmarked point in the Centerline of Riddle Branch; thence with the centerline of Riddle Branch the following courses and distances: S 57 44 40 E 7.20 feet to a point; N 88 04 10 E 177.03 feet to a point; N 80 15 50 E 32.68 feet to a point where the above referenced roadway crosses said branch; thence continuing with the centerline of Riddle Branch N 86 48 20 E 192.75 feet to an unmarked point S 72 05 30 E 48.73 feet to an unmarked point; and S 56 18 40 E 36.06 feet to a set iron pin, the Southwestern corner of the property herein described; thence leaving the centerline of Riddle Branch and the line of lands of Buchanan and running S 37 32 40 W 12.15 feet to an unmarked point in the centerline of the aforereferenced roadway; thence crossing said roadway and running with a marked and blazed line of the lands now or formerly owned by Lonas Hughes S 37 32 40 W 929.30 feet **TO THE POINT OF BEGINNING**, containing 33.22 acres by DMD, according to a map and plat of a survey by Miller and Associates, Registered Land Surveyors, dated 29 April, 1976, and bearing the Drawing No. 7678-01B.

ALSO CONVEYED HEREWITH UNTO THE GRANTEE, IT'S SUCCESSOR'S AND ASSIGNS, is a perpetual and non-exclusive easement and right of way over and upon the existing roadway leading to and from the hereinabove described property and NCSR 1317, together with rights of ingress, egress and regress for purposes of maintenance, inspection, improvement and repair of said roadway, the centerline of said road being described as follows:

BEGINNING on a point in the centerline of said roadway located S 37 32 40 W 12.15 feet from the Southwestern corner of the above described property, and running thence with the centerline of the road S 64 11 30 E 54.12 feet; S 50 17 30 E 49.00 feet S 77 55 00 E 94.30 feet; S 48 44 20 E 79.53 feet; S 40 48 00 E 80.07 feet S 57 53 00 E 64.92 feet; and S 80 49 50 E 88.35 feet to a point in the centerline of NCSR 1317 (Brush Creek Road).

THIS CONVEYANCE IS MADE SUBJECT TO THE RIGHTS OF OTHERS in and the right to use the existing roadway leading from Big Brush Creek Road (NCSR 1317) to the cemetery located near the above described property.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO the water rights to a spring conveyed by deed dated 25 June, 1967 to Garrett Tipton and wife, Ruby C. Tipton, recorded in the Yancey County Deed Registry.

FOR TITLE REFERENCE see Yancey County Deed Book 526, at Page 452; Yancey County Deed Book 234, at Page 707 and Yancey County Deed Book 138, at Page 349.

TRACTS ONE, TWO AND THREE DESCRIBED ABOVE BEING all of that property described in deed recorded in Deed Book 575, at Page 33, Yancey County Registry.

FOURTH TRACT:

BEING that certain parcel or tract of land lying and being in Brush Creek Township, Yancey County, North Carolina, being more particularly described as follows:

BEGINNING at an existing iron pin at a 20-inch ash, the Beginning Corner of Tract 2 in the deed to Catherine D. Winner, et. al., appearing of record in the Yancey County Deed Registry at Deed Book 373, Page 147 and running thence S 1 12 59 W 629.50 feet to an existing iron pin at the base of a 10-inch ash on the ridgeline leading southeasterly to Tolley Gap; thence with said ridgeline in a northerly and then northeasterly direction the following courses and distances: N 31 18 18 W 108.52 feet to a 20-inch poplar; N 36 11 02 W 154.09 feet to a 36 inch red oak found marked; N 42 36 42 W 138.25 feet to a 14-inch wild cherry; N 45 26 21 W 266.06 feet to an 8-inch hickory; N 28 23 12 W 119.15 feet to an existing iron pin: N 25 35 17 W 156.86 feet to a 24-inch poplar; N 31 35 22 W 164.05 feet to a 14 inch red oak; N 24 38 13 W 32.58 feet to an existing iron pin at a corner between John R. Ayers as his property is described at Yancey County Deed Book 189, Page 279 and Aila Erman McEwen as his property is described at Yancey County Deed Book 344, Page 396; thence continuing with said ridge N 24 38 13 W 141.45 feet to an iron pin; N 33 36 14 W 220.86 feet to an 8-inch beech; N 35 15 15 W 107.34 feet to an existing iron pin, a corner between Walter R. Byrd and wife, and Aila Erman McEwen; thence continuing with said ridge N 13 38 37 W 269.32 feet to an iron pin; N 23 03 44 E 63.22 feet to a 14-inch red oak; N 28 21 15 E 38.44 feet to an iron pin: N 31 21 56 E 150.12 feet to a 38-inch hickory; N 36 16 45 E 88.25 feet to an existing iron pin; N 32 49 10 E 222.11 feet to a 22-inch wild cherry; N 26 53 13 E 86.46 feet to a 20-inch hickory; N 23 11 53 E 153.97 feet to a 10-inch hickory; N 17 07 15 E 239.07 feet to a locust snag; N 11 10 26 E 100.44 feet to an iron pin; N 19 03 14 E 48.23 feet to an iron pin; N 29 33 04 E 87.13 feet to an iron pin; N 41 51 00 E 63.50 feet to an iron pin; N 54 38 40 E 253.81 feet to an iron pin; N 30 41 39 E 61.85 feet to an existing drill steel: thence N 54 32 37 E 114.89 feet to an existing iron pin; thence N 39 23 34 E 70.04 feet to a 20-inch hickory; thence N 39 34 23 E 154.97 feet to an existing iron pin; thence N 27 21 42 E 228.38 feet to an existing iron pin; thence N 53 48 57 E 81.73 feet to a 10-inch hickory; thence N 49 55 36 E 167.48 feet to an existing iron pin; thence N 66 50 57 E 51.95 feet to a 20-inch maple snag; thence N 44 19 13 E 196.36 feet to an existing iron pin; thence N 26 21 01 E 241.04 feet to an existing iron pin; thence N 67 39 55 E 187.07 feet to an existing iron pin; thence N 56 31 48 E 151.77 feet to an unmarked point; thence N 49 50 51 E 227.28 feet to an existing iron pin; thence N 49 56 25 E 133.69 feet to an existing iron pin; thence N 56 46 45 E 123.78 feet to an 8-inch buckeye; thence N 67 36 56 E 176.07 feet to an 8-inch chestnut oak; thence N 44 31 11 E 65.01 feet to a 10-inch hickory; thence N 46 54 55 E 90.82 feet to a 10-inch red oak; thence N 64 35 30 E 97.23 feet to an iron pin set at a corner between Edith D. Makepeace, et. al. and Debra L. Byrd: thence with the line of the Makepeace parcel S 4 15 54 E 158.68 feet to an existing iron pin, the Beginning Corner of the tract of land described at Yancey County Deed Book 279, Page 586; thence S 85 05 16 E with the southern line of said tract 428.70 feet to a 28-inch poplar found and marked on the ridgeline between the herein described parcel and the parcels or tracts of land of James M. Ray and wife, Virginia Ray described at Yancey County Deed Book 526, Page 452; thence with said ridgeline and a fenceline between the property of the Rays and the herein described parcel the following courses and distances: S 34 09 25 E 390.75 feet to a 10-inch poplar; S 37 22 25 E 158.22 feet to an iron pin set; S 49 50 55 E 31.94 feet to a 6-inch sourwood, S 55 44 45 E 190.67 feet to a 20-inch red oak, S 63 53 23 E 134.07 feet to a 22-inch maple, S 52 18 11 E 115.81 feet to a 30-inch maple, N 83 11 45 E 10.82 feet to an existing iron pin; S 11 33 11 E 313.59 feet to an existing iron pin; S 26 47 24 E 135.61 feet to a wild cherry snag, S 5 38 55 W 394.21 feet to a 13-inch beech found marked near a branch: S 8 47 35 W 59.01 feet to an unmarked point on a soil road; S 8 47 35 W 37.50 feet to a set iron pin; S 8 47 35 W 165.94 feet to a 10-inch maple; S 12 05 35 W 256.85 feet to a 22-inch red oak; S 24 29 15 W 81.61 feet to an existing iron pin; S 16 31 35 W 110.04 feet to a 14-inch red oak; S 2 59 25 W 149.89 feet to an 8-inch black gum, corner with Susan W. Smith; thence S 31 18 49 W 127.37 feet to an existing iron pin; S 46 11 53

W 148.92 feet to a 34-inch chestnut oak; S 41 38 09 W 160.56 feet to an 8-inch sourwood; S 49 07 24 W 82.17 feet to a 10-inch beech; S 42 10 24 W 121.77 feet to a 12-inch birch; S 33 37 59 W 237.14 feet to a 28-inch chestnut oak; S 47 46 04 W 38.27 feet to a 28-inch red oak; S 45 36 34 W 90.01 feet to a 6-inch cucumber; S 33 18 48 W 146.17 feet to a 16-inch hickory; S 40 37 54 W 113.09 feet to a 4-inch poplar; S 44 30 56 W 114.72 feet to an 8-inch sourwood; S 68 56 42 W 214.91 feet to an 18-inch chestnut oak; S 28 49 05 W 376.63 feet an iron pin set; S 48 41 47 W 196.58 feet to a 24-inch hickory; S 31 32 55 W 146.55 feet to an iron pin set; S 13 43 10 W 104.34 feet to an 8-inch locust; S 14 59 54 W 210.47 feet to a 14-inch cucumber; S 55 10 15 W 68.96 feet to an existing iron pin; thence leaving the ridge and running with the line of Catherine D. Winner, et. al., N 62 39 35 W 132.76 feet to an existing iron pin; N 70 05 42 W 350.83 feet to an existing iron pin; N 58 22 49 W 287.29 feet to an existing iron pin; N 51 31 27 W 104.50 feet to an existing iron pin; N 60 03 51 W 457.36 feet **TO THE POINT OF BEGINNING**, containing 255.775 acres according to a map and plat of a survey by Jim Hughes & Associates, P.A., Professional Land Surveyor, dated 2 October, 2007 and bearing Job File No. 07138-C282.

TRACTS FOUR AND FIVE DESCRIBED ABOVE being all of that property as described in deed recorded in Deed Book 575, at Page 28, Yancey County Registry.

DMS:4815-1044-0965/v1|33066-33066-0001|2009-10-30

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.