



COMMITMENT FOR TITLE INSURANCE

BY

Ticor Title Insurance Company

Ticor Title Insurance Company, a California 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 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.

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

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

Ticor Title Insurance Company

By  President

Attest  Secretary

Countersigned: 
Authorized Signature

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. This paragraph intentionally deleted.

TICOR TITLE INSURANCE COMPANY
ALTA COMMITMENT
SCHEDULE A

Commitment Number: 2626

SCHEDULE A

1. Effective Date: February 23, 2010 at 09:00 AM
2. Policy or Policies to be issued: Amount
 - (a) X Owner's Policy (ALTA Owner's Policy (6/17/06))
Proposed Insured:
Buyer
 - (b) X Loan Policy (ALTA Loan Policy (6/17/06))
Proposed Insured:
TBD
3. The estate or interest in the land described or referred to in this Commitment is:
fee simple
4. Title to the insured estate or interest in the land is at the Effective Date hereof vested in:
River Oaks Villas, LLC
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**ALTA COMMITMENT
SCHEDULE B - SECTION 1**

Commitment Number: 2626

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit: Condominium Limited Warranty Deed from River Oaks Villas, LLC to Buyer.
Security Deed from Buyer to Lender securing the principal amount of \$_____.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of 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, subcontractor, labor and materialmen are all paid.
5. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Standard Exceptions set forth on Schedule B - Section 2:
 - A. As to Standard Exception Number 3: Receipt of satisfactory proof in affidavit form establishing who is in possession of Subject Property.
 - B. As to Standard Exception Numbers 6 and 7: Receipt of a current accurate survey and surveyor's inspection report of Subject Property.
 - C. As to Standard Exception Number 4: Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, laborers and materialmen are paid in full.
 - D. As to Standard Exception Number 5: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of Subject Property as of the effective date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against Subject Property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.
6. The following must be paid, satisfied and cancelled of record:
 - A. AS TO UNITS 201, 202, 401, 502, 1101, 1102, 1103, 1104, 1602, 1603, AND 1604: Cancellation or release of that certain Deed to Secure Debt executed by River Oaks Villas, LLC dated August 6, 2009, in favor of The Heritage Bank and recorded in Deed Book 886, Page 382, aforesaid records.

AS TO UNITS 2902, 2905, 2907, 2908, AND 2909: Cancellation or release of that certain Deed to Secure Debt executed by River Oaks Villas, LLC dated August 6, 2009, in favor of The Heritage Bank and recorded in Deed Book 886, Page 375, aforesaid records.

ALTA COMMITMENT SCHEDULE B - SECTION 2

Commitment Number: 2626

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 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. All taxes for the year 2010 and subsequent years, not yet due and payable.

Standard Exceptions

3. Rights or claims of parties in possession not shown by the public records.
4. 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.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. 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.
7. Easements, or claims of easements, not shown by the public records.

Special Exceptions

8. Such state of facts as shown on subdivision plat recorded in Book 562, Page 1, Bryan County Records.
9. That certain Declaration of Condominium for River Oaks GA, A Condominium, dated January 23, 2006, and recorded in Deed Book 587, Page 24, Bryan County, Georgia records, as amended by the following eighteen amendments.
10. That certain First Amendment dated June 26, 2006, and recorded in Deed Book 628, Page 1, aforesaid records.
11. That certain Second Amendment dated June 29, 2006, and recorded in Deed Book 628, Page 4, aforesaid records.
12. That certain Third Amendment dated August 7, 2006, and recorded in Deed Book 645, Page 166, aforesaid records.
13. That certain Fourth Amendment dated September 8, 2006, and recorded in Deed Book 651, Page 520, aforesaid records.
14. That certain Fifth Amendment dated September 29, 2006, and recorded in Deed Book 657, Page 499, aforesaid records.
15. That certain Sixth Amendment dated November 2, 2006, and recorded in Deed Book 669, Page 423, aforesaid records.

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

**ALTA COMMITMENT
SCHEDULE B - SECTION 2
(Continued)**

Commitment Number: 2626

16. That certain Seventh Amendment dated December 7, 2006, and recorded in Deed Book 678, Page 52, aforesaid records.
17. That certain Eighth Amendment dated December 15, 2006, and recorded in Deed Book 683, Page 53, aforesaid records.
18. That certain Ninth Amendment dated January 12, 2007, and recorded in Deed Book 690, Page 132, aforesaid records.
19. That certain Tenth Amendment dated January 8, 2007, and recorded in Deed Book 699, Page 1, aforesaid records.
20. That certain Eleventh Amendment dated February 14, 2007, and recorded in Deed Book 699, Page 16, aforesaid records.
21. That certain Twelfth Amendment dated February 28, 2007, and recorded in Deed Book 704, Page 289, aforesaid records.
22. That certain Thirteenth Amendment dated May 31, 2007, and recorded in Deed Book 730, Page 496, aforesaid records.
23. That certain Fourteenth Amendment dated June 27, 2007, and recorded in Deed Book 735, Page 335, aforesaid records.
24. That certain Fifteenth Amendment dated June 27, 2007, and recorded in Deed Book 735, Page 351, aforesaid records.
25. That certain Sixteenth Amendment dated November 12, 2007, and recorded in Deed Book 765, Page 500, aforesaid records.
26. That certain Seventeenth Amendment dated October 30, 2008, and recorded in Deed Book 834, Page 166, aforesaid records.
27. That certain Eighteenth Amendment dated November 24, 2008, and recorded in Deed Book 837, Page 24, aforesaid records.
28. That certain Right-of-Way Easement of record in favor of Coastal Electric Membership Corporation dated March 18, 1977, and recorded in Deed Book 4L, Page 569, aforesaid records.
29. That certain Declaration of Reciprocal Easements by Ogeechee River Landing, LLC of record dated August ___, 2005, and recorded in Deed Book 542, Page 482, aforesaid records.
30. That certain Installation and Services Agreement of record in favor of Comcast of Georgia/South Carolina, Inc. dated November 3, 2005, and recorded in Deed Book 596, Page 311, aforesaid records.
31. That certain Easement of record in favor of Savannah Electric and Power Company of Georgia dated October 23, 1931, and recorded in Deed Book 2S, Page 317, aforesaid records.
32. That certain Lease between _____ and _____ dated _____. (only certain units).

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

ALTA COMMITMENT
EXHIBIT A
Property Description

Commitment Number: 2626

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

AS TO UNITS 201, 202, 401, 502, 1101, 1102, 1103, 1104, 1602, 1603, AND 1604:

All those certain lots, tracts or parcels of land situate, lying and being in Bryan County, Georgia, and known as Units 201 and 202 (in Building "2"), Unit 401 (in Building "4"), Unit 502 (in Building "5"), Units 1101, 1102, 1103, and 1104 (in Building "11"), and Units 1602, 1603, and 1604 (in Building "16"), River Oaks GA (A Condominium), Bryan County, Georgia, per the Declaration published by Ogeechee River Landing, LLC, dated January 23, 2006, and recorded in Deed Book 587, Page 24, Bryan County, Georgia, records, as amended.

Units 201 and 202 are more particularly shown upon that plat entitled "A Condominium Plat of River Oaks GA, A Condominium, Buildings 2, 3, 5 & 20, within formerly Tract 15 of Lands of International Paper Company known as the Old Barge Landing Tract situated in the 20th G.M.D., Bryan County, Georgia," prepared by Chad W. Carpenter, G.R.L.S. No. 2979, dated January 26, 2007, and recorded in Plat Slide 584, Pages 5-7, aforesaid records (the "Plat"), and by those plans of said condominium entitled "River Oaks (sic), a Condominium, Building 2," prepared by Richard K. Wissmach, G.R.A. No. 009609, dated October 27, 2008, consisting of Plans A1-A6 for Building 2 and being recorded in Plat Book 611, Pages 9A-10B and Plat Book 612, Pages 1A-1B, aforesaid records (the "Plans"); said Declaration, Plat, and Plans by reference being incorporated herein and made a part thereof.

Unit 401 is more particularly shown upon that plat entitled "A Condominium Plat of River Oaks GA, A Condominium, Buildings 4 and 10, within formerly Tract 15 of Lands of International Paper Company known as the Old Barge Landing Tract situated in the 20th G.M.D., Bryan County, Georgia," prepared by Chad W. Carpenter, G.R.L.S. No. 2979, dated September 6, 2006, and recorded in Plat Slide 572, Pages 8 and 9, aforesaid records (the "Plat"), and by those plans of said condominium entitled "River Oaks (sic), a Condominium, Building 4," prepared by Richard K. Wissmach, G.R.A. No. 009609, dated August 23, 2006, consisting of Plans A1-A6 for Building 4 and being recorded in Plat Book 571, Pages 8A-10B and Plat Book 612, Pages 1A-1B, aforesaid records (the "Plans"); said Declaration, Plat, and Plans by reference being incorporated herein and made a part thereof.

Unit 502 is more particularly shown upon that plat entitled "A Condominium Plat of River Oaks GA, A Condominium, Buildings 2, 3, 5 & 20, within formerly Tract 15 of Lands of International Paper Company known as the Old Barge Landing Tract situated in the 20th G.M.D., Bryan County, Georgia," prepared by Chad W. Carpenter, G.R.L.S. No. 2979, dated January 26, 2007, and recorded in Plat Slide 584, Pages 5-7, aforesaid records (the "Plat"), and by those plans of said condominium entitled "River Oaks (sic), a Condominium, Building 5" prepared by Richard K. Wissmach, G.R.A. No. 009609, dated June 25, 2007, consisting of Plans A1-A6 for Building 5 and being recorded in Plat Book 592, Pages 1A-3B, aforesaid records (the "Plans"); said Declaration, Plat, and Plans by reference being incorporated herein and made a part thereof.

Units 1101, 1102, 1103, and 1104 are more particularly shown upon that plat entitled "A Condominium Plat of River Oaks GA, A Condominium, Buildings 11 and 12, within formerly Tract 15 of Lands of International Paper Company known as the Old Barge Landing Tract situated in the 20th G.M.D., Bryan County, Georgia," prepared by Chad W. Carpenter, G.R.L.S. No. 2979, dated April 12, 2007, and recorded in Plat Slide 592, Pages 7 and 8, aforesaid records (the "Plat"), and by those plans of said condominium entitled "River Oaks (sic), a Condominium, Building 11," prepared by Richard K. Wissmach, G.R.A. No. 009609, dated January 19, 2007, consisting of Plans A1-A6 for Building 11 and being recorded in Plat Book 592, Pages 4A-6B, aforesaid records (the "Plans"); said Declaration, Plat, and Plans by reference being incorporated herein and made a part thereof.

Units 1602, 1603 and 1604 are more particularly shown upon that plat entitled "A Condominium Plat of River

**ALTA COMMITMENT
EXHIBIT A
(Continued)**

Commitment Number: 2626

Oaks GA, A Condominium, Buildings 14, 15, and 16, within formerly Tract 15 of Lands of International Paper Company known as the Old Barge Landing Tract situated in the 20th G.M.D., Bryan County, Georgia," prepared by Chad W. Carpenter, G.R.L.S. No. 2979, dated March 1, 2007, and recorded in Plat Slide 587, Pages 1 and 2, aforesaid records (the "Plat"), and by those plans of said condominium entitled "River Oaks (sic), a Condominium, Building 16," prepared by Neil Dawson, G.R.A. No. 9731, dated October 23, 2007, consisting of Plans A1-A6 for Building 16 and being recorded in Plat Book 596, Pages 7A through 9B, aforesaid records (the "Plans"); said Declaration, Plat, and Plans by reference being incorporated herein and made a part thereof.

Together with an appurtenant percentage of undivided interest in the Common Elements as described on or in said Plat, Plans and Declaration.

Together with rights of ingress and egress contained in that certain Declaration of Reciprocal Easement recorded in Deed Book 542, Page 482, aforesaid records, for the purpose of accessing the above described property.

The foregoing being a portion of Lots 2, 3, 4, 5, 11, 16 and 25 of River Oaks, City of Richmond Hill, 20th G.M.D., Bryan County, GA, as shown on plat prepared for North Point Real Estate by Thomas & Hutton Engineering Co., dated August 8, 2005, titled "Condominium Phasing Exhibit of River Oaks" as recorded in Deed Book 542, Page 492, aforesaid records.

AS TO UNITS 2902, 2905, 2907, 2908, AND 2909:

All those certain lots, tracts or parcels of land situate, lying and being in Bryan County, Georgia and being known as Units 2902, 2905, 2907, 2908, and 2909 in Building 29, River Oaks GA, a Condominium, per the Declaration published by Ogeechee River Landing, LLC, dated January 23, 2006, and recorded in Deed Book 587, page 24, Bryan County, Georgia, records, as amended. These units are more particularly shown upon that plat entitled "A Condominium Plat of River Oaks GA, A Condominium, Building 29, within formerly Tract 15 of Lands of International Paper Company known as the Old Barge Landing Tract situated in the 20th G.M.D., Bryan County, Georgia," prepared by Chad W. Carpenter, G.R.L.S. No. 2979, dated May 2, 2007, and recorded on June 19, 2007, in Plat Book 590, Pages 4 - 5, aforesaid records (the "Plat"), and by those plans of said condominium entitled "River Oaks (sic), a Condominium, Building 29," prepared by Richard K. Wissmach, G.R.A. No. 009609, dated June 19, 2007, consisting of Plans A1-A7 for Building 29 and being recorded in Plat Book 590, Pages 6A-9A, aforesaid records (the "Plans"); said described location plat, plans, Declaration, and any recorded amendments thereto are incorporated herein by reference and made a part thereof.

Together with an appurtenant percentage of undivided interest in the Common Elements as described on or in said Plat, Plans and Declaration.

Together with rights of ingress and egress contained in that certain Declaration of Reciprocal Easement recorded in Deed Book 542, Page 482, aforesaid records, for the purpose of accessing the above described property.

Parcel ID # _____
Address, Unit _____, Richmond Hill, GA 31324



TICOR TITLE INSURANCE™



Ticor Title Insurance Company