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24.00
41,050.00
43,074.00

This instrument was prepared by Steven P. Traynor, Associate General Counsel, GenAmerica Financial Corporation, a MetLife subsidiary, 700 Market Street, St. Louis, Missouri 63101.

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 25TH day of April, 2001, between METROPOLITAN LIFE INSURANCE COMPANY, a corporation existing under the laws of the State of New York, and having a principal place of business at 8717 West 110th Street, Suite 700, Overland Park, Kansas 66210-2101, hereinafter called the "Grantor", to AMERICAN CITRUS PRODUCTS OF CHARLOTTE COUNTY, LC, a Florida limited liability company, whose address is c/o Jack O. Hackett II, Esq., 115 West Olympia Avenue, P.O. Drawer 511447, Punta Gorda, Florida 33951-1447, hereinafter called the "Grantee", whose Tax Identification Number is _____.

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto Grantee, its successors and assigns forever, real estate located in the County of Charlotte, State of Florida, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

PARCEL IDENTIFICATION NUMBER: 0074589-0-4/0074589-001000-2/
0074594-0-7/0074594-000500-2/0074917-0-7

The property is conveyed to Grantee subject to:

- a. All zoning and building laws, ordinances, maps, resolutions and regulations of all governmental authorities having jurisdiction which affect the herein-described property and the use and improvement thereof.
- b. All rights, covenants, conditions, agreements and restrictions contained or referred to in any instruments of record.
- c. Rights of way, easements and consents of record.
- d. Any state of facts or conditions an accurate survey or personal inspection, made of the herein-described property at the time of closing would disclose.
- e. Any water, mineral or other rights already granted to or reserved by other parties, including (without limitation) any leases.

DEED DOC 43,050.00
RECORDING FEE 24.00
FILE NUMBER 809246
RECORDED 05/01/01 @ 04:19 PM
FOR BOOK 1890 PAGE 0257
CHARLOTTE COUNTY
BARBARA T. SCOTT, CLERK

IMAGED
KB 5

Return to Jarw #23 bms

EXHIBIT A
LEGAL DESCRIPTION

All of Sections 18 and 19, all lying and being in Township 40 South, Range 27 East, Charlotte County, Florida.

AND Grantors' rights and interest in:

A 100-foot wide drainage easement in Section 17, Township 40 South, Range 27 East, Charlotte County, Florida, bounded on the North by the North line of said Section 17, and bounded on the South and West by the West line of said Section 17, the center line of said easement as follows: Begin at the Northwest corner of said Section 17; thence South $0^{\circ}05'09''$ East along the West line of said Section 17, 323.0 feet to the POINT OF BEGINNING; thence North $24^{\circ}17'40''$ East 352.24 feet to a point on the North line of said Section 17, 144.93 feet East of the Northwest corner of said Section 17 for the end of said center line, recorded on October 18, 1983 in O. R. 747, Page 1854, Charlotte County, Florida.

AND Grantors' rights and interest in:

A 100-foot wide drainage easement in Section 8, Township 40 South, Range 27 East, Charlotte County, Florida, bounded on the North by the center line of a canal and bounded on the South by the South line of said Section 8, the center line of said easement described as follows: Begin at the Southwest corner of said Section 8; thence South $89^{\circ}18'49''$ East along the South line of said Section 8, 144.93 feet to the POINT OF BEGINNING; thence North $24^{\circ}17'40''$ East 278.0 feet to the center line of a canal for the end of said center line, recorded on October 18, 1983 in O. R. 747, Page 1854, Charlotte County, Florida.

AND Grantors' rights and interest in:

An easement for the construction and maintenance of a drainage ditch over the West fifty (50) feet of Sections 17 and 20, all in Township 40 South, Range 27 East, Charlotte County, Florida, recorded on July 3, 1980 in O. R. 636, page 1297, Charlotte County, Florida.

AND Grantors' rights and interest in:

A non-exclusive easement for ingress and egress and utilities over property described as: A strip of land 60 feet wide from West to East, running parallel to the West boundary line of Sections 31 and 30 in Township 40 South, Range 27 East, in Charlotte County, Florida, beginning at the intersection of the West boundary line of Section 31 with State Road 74 and ending at the intersection of the West boundary line of Section 30, at the Southwest corner of Section 19, in said Township and Range, recorded on July 3, 1980 in O. R. 636, Page 1299, Charlotte County, Florida.

EXHIBIT A
LEGAL DESCRIPTION
(Continued)

AND Grantors' rights and interest in:

That Drainage Agreement dated February, 14, 1983 and recorded March 14, 1983, in O. R. 724, page 1672, Charlotte County, Florida, pertaining to the construction and maintenance of a drainage ditch over and across the West 60 feet of Section 7, Township 40 South, Range 27 East, Charlotte County, Florida.

AND Grantors' rights and interest in:

That Road Maintenance Agreement dated August 3, 1987 and recorded August 4, 1987, in O. R. 932, page 1618, Charlotte County, Florida, pertaining to the maintenance of a roadway across the West 60 feet of Sections 18, 19, 30 and 31, and the South 60 feet of Section 19, all in Township 40 South, Range 27 East, Charlotte County, Florida.

AND

The Southwest 1/4 of Section 24, Township 40 South, Range 26 East; and

The Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 40 South, Range 26 East; and

Government Lot 3 of Section 24, Township 40 South, Range 26 East

Metropolitan Life Insurance Company
Agricultural Investments-Executive and Administrative Offices
8717 West 110th Street, Suite 700
Overland Park, KS 66210-2101
Tel 913 451-8282

OR BOOK 1890 PAGE 0261

MetLife®

I, Michael R. Curoe, Assistant Secretary of Metropolitan Life Insurance Company, a New York corporation, do hereby certify that the following is a full, true and correct copy of Section 5.1 of the Bylaws of Metropolitan Life Insurance Company:

"Any officer, or any employee designated for the purpose by the Chief Executive Officer, or a designee of the Chief Executive Officer, shall have power to execute all instruments in writing necessary or desirable for the corporation to execute in the transaction and management of its business and affairs (including, without limitation, contracts and agreements, transfers of bond, stocks, notes and other securities, proxies, powers of attorney, deeds, leases, releases, satisfactions and instruments entitled to be recorded in any jurisdiction, but excluding, to the extent otherwise provided for in these By-Laws, authorizations for the disposition of the funds of the corporation deposited in its name and policies, contracts, agreements, amendments and endorsements of, for or in connection with insurance or annuities) and to affix the corporate seal."

I further certify that each of the following is an officer of Metropolitan Life Insurance Company:

NAME	TITLE
Darrell J. Smith	Vice-President
Kenneth L. Kollar	Vice-President
Daniel A. O'Neill	Assistant Vice-President

In Witness Whereof, I have hereunto set my hand and caused to be affixed the corporate seal of Metropolitan Life Insurance Company this 25th day of April, 2001.


Michael R. Curoe



Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By

A handwritten signature in cursive script, appearing to read 'Charles J. Kovaleski'.

Charles J. Kovaleski
President

SERIAL

OPM - 2055190

Dear Fund Agent:

This checklist should be used as a guide to ensure that all necessary information is on your form(s). ATTACH THIS SERIALIZED PAGE TO THE FORM WHEN SUBMITTING TO THE FUND.

- Serial number on this page agrees with Schedules A & B.
- Serial number is referenced on all attachments, endorsements and worksheets.
- Transaction is logged appropriately on Forms Control Log (see Fund Procedures Handbook).
- Effective Date is on Schedule A.
- File Reference from your office is on Schedule A.
- Amount of Insurance is on Schedule A.
- Name of insured is on Schedule A.
- Legal Description is on Schedule A or attachment is included.
- All schedules are legible for microfilming.

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The following items are only applicable to policy forms and should not be completed for Commitment forms.

- Recording information is provided (EXCEPT OPR and MPP).
- Premium is calculated using either a manual Policy/Endorsement Calculation Worksheet or an ATIDS/ATPR printout of the worksheet. ATTACH THE WORKSHEET TO THE FORM(S).
- Copy of prior policy written through other title insurance underwriter is attached if used for re-issue purposes.
- Premium remittance check is made payable to Attorneys' Title Insurance Fund, Inc. and is attached to the policy.

Your cooperation in this matter is appreciated and we thank you for doing business with The Fund.



2055190

FUND OWNER'S FORM

SCHEDULE A

Policy No.:
OPM-2055190

Effective Date:
May 1, 2001
4:19 p.m.

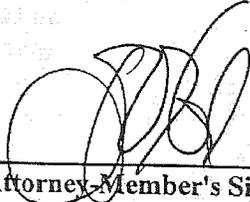
Members File Reference:
American Citrus/Metropolitan Life

AMOUNT OF INSURANCE: \$6,150,000.00

1. **NAME OF INSURED:**
AMERICAN CITRUS PRODUCTS OF CHARLOTTE COUNTY, L.C., a Florida limited liability company.
2. The Estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 1890 at Page 257 of the Public Records of Charlotte County, Florida.
3. The land referred to in this policy is described as follows:
See Exhibit A attached hereto and made a part hereof.

ISSUED BY
FARR, FARR, EMERICH, SIFRIT,
HACKETT AND CARR, P.A.

M-384

Member No.  Attorney-Member's Signature

115 West Olympia Avenue, Punta Gorda, Florida, 33950

FUND OWNER'S FORM

SCHEDULE B

POLICY NO: OPM-2055190

This policy or guarantee does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy or guarantee and taxes or special assessments, which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
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. Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes, which are not yet due and payable.
7. Oil, gas, mineral, or other reservations as set forth in deed by John Peace, Frank N. Ikard, Frank C. Erwin, Jr., Jenkins Garrett, Claudia Taylor Johnson, Joe M. Kilgore, A.G. McNeese, Jr., Joe T. Nelson, M.D., and Dan C. Williams, constituting the Board of Regents of the University of Texas System and as Trustees of the University Cancer Foundation as created by Trust Agreement dated November 7, 1957, as amended by instrument dated October 30, 1970 in O.R. Book 392, Page 132, Public Records of Charlotte County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
8. A non-exclusive easement for access of right-of-way for use of ingress and egress and utilities over and upon the West 60 feet of Sections 18 and 19, and the South 60 feet of Section 19, Township 40 South, Range 27 East, Charlotte County, Florida, as reserved in that certain Warranty Deed dated June 16, 1980 and recorded July 3, 1980 in O.R. Book 636, Page 1290, Public Records of Charlotte County, Florida.

FUND OWNER'S FORM

SCHEDULE B continued

9. A non-exclusive easement for the purpose of construction and maintenance of a drainage ditch over the East 50 feet Sections of 18 and 19, Township 40 South, Range 27 East, Charlotte County, Florida, pursuant to a grant of easement dated July 3, 1980 and recorded July 3, 1980 in O.R. Book 636, Page 1302, Public Records of Charlotte County, Florida.
10. An easement in favor of United Telephone Company of Florida for the construction, operation and maintenance of poles, wires, cables, etc., dated October 29, 1980 and recorded November 6, 1980 in O.R. Book 647, page 1368, Public Records of Charlotte County, Florida.
11. An easement in favor of Florida Power and Light Company over and across the West 10 feet of Sections 18 and 19, Township 40 South, Range 27 East, for the construction, operation and maintenance of overhead and underground electric utility facilities, dated January 16, 1981 and recorded July 8, 1981 in O.R. Book 671, Page 1280, Public Records of Charlotte County, Florida.
12. A non-exclusive easement for the purpose of access of right-of-way of ingress and egress and utilities over and upon the West 60 feet Sections of 18 and 19 and the South 60 feet of Section 19, Township 40 South, Range 27 East, Charlotte County, Florida, dated October 19, 1982 and recorded November 3, 1982 in O.R. Book 715, Page 484, Public Records of Charlotte County, Florida.
13. A non-exclusive easement for the purpose of access of right-of-way of ingress and egress and utilities over a 60 foot wide strip of property located in Section 18, Township 40 South, Range 27 East, recorded on August 4, 1987 or O.R. Book 932, Page 1613, Public Records of Charlotte County, Florida.
14. A road maintenance agreement pertaining to the West 60 feet of Sections 18 and 19, Township 40 South, Range 27 East, Charlotte County, Florida, dated August 3, 1987 and recorded August 4, 1987 in O.R. Book 932, Page 1618, Public Records of Charlotte County, Florida.
15. The non-exclusive easement for access of right-of-way for use of ingress and egress and utilities over and across the West 60 feet of Sections 30 and 31, Township of 40 South, Range 27 East, Charlotte County, Florida, subject to the following exceptions: (a) The reservation of one-sixteenth (1/16) of all oil, gas and minerals under or upon said easement in Deed dated May 21, 1941 between Lake Stearns Development, Inc. and C.C. Carlton, Jr. and recorded June 18, 1941 in Deed Book 38, Page 360 of the Public Records of Charlotte County, Florida. (b) The reservations of one-half (1/2) of any oil, gas and mineral rights to lands owned by Grantors in Deed dated January 16, 1957 and recorded in O.R. Book 20, Page 55 of the Public Records of Charlotte County, Florida.

FUND OWNER'S FORM

SCHEDULE B continued

16. Easement in favor of B.C. Dickson and Ione Dickson, contained in instrument recorded February 25, 1966 in O.R. Book 224, Page 609, Public Records of Charlotte County, Florida.
17. Drainage Agreement by and between DeSoto County Land and Cattle Company, Ltd., a Florida Limited Partnership and Isaac F. Albritton, Juanita Seng Albritton, Nicholas F. Albritton and Dale E. Albritton recorded March 14, 1983, in O.R. Book 724, Page 1672, Public Records of Charlotte County, Florida.
18. Easement Agreements by and between DeSoto County Land and Cattle Company, Ltd., a Florida Limited Partnership and Isaac F. Albritton, Juanita Seng Albritton, Nicholas F. Albritton and Dale E. Albritton recorded in O.R. Book 636, Page 1299 and O.R. Book 747, Page 1854, Public Records of Charlotte County, Florida.
19. Easement in favor of Florida Power and Light Company, contained in instrument recorded May 22, 1989, O.R. Book 1039, Page 1596, Public Records of Charlotte County, Florida.
20. Pending municipal assessment liens for public improvements notice of which is contained in Resolution(s) (or Ordinance) No.(s) recorded in O.R. Book 1278, Page 1066 and O.R. Book 1284, Page 1258. The amount of the assessment or levy, if any, has not been determined.
21. Grant of easement for public road in favor of Alfred Q. Brooks and Mattie Brooks, recorded May 23, 1980 in O.R. Book 633, page 975, Public Records of Charlotte County, Florida.
22. Easement in favor of Florida Power and Light Company, contained in instrument recorded December 30, 1991 in O.R. Book 1192, Page 1538, Public Records of Charlotte County, Florida.
23. Ordinance Number 93-54, creating the Neal Road Street and Drainage Unit recorded December 3, 1993 in O.R. Book 1312, Page 1667, Public Records of Charlotte County, Florida.
24. Oil, gas, mineral, or other reservations as set forth in deed by Frank C. Deckelman recorded in O.R. Book 1015, Page 567, Public Records of Charlotte County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
25. Easements recorded in O.R. Book 339, page 983 and re-recorded in O.R. Book 342, Page 198, Public Records of Charlotte County, Florida.
26. Mortgage between American Citrus Products of Charlotte County, L.C., a Florida limited liability company and Metropolitan Life Insurance Company, a New York Corporation dated April 27, 2001 and recorded on May 1, 2001 in O.R. Book 1890, Page 262, Public Records of Charlotte County, Florida.

Standard exceptions 2 through 5 are hereby deleted.

EXCLUSIONS FROM COVERAGE

Following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' expenses which arise by reason of:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

(i) to timely record the instrument of transfer; or

(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

Definition of Terms

Following terms when used in this policy mean:

"insured": the insured named in Schedule A, and, subject to any defenses The Fund would have had against the named insured, who succeed to the interest of the named insured by operation of law distinguished from purchase including, but not limited to, heirs, executors, devisees, survivors, personal representatives, next of kin, corporate or fiduciary successors

"insured claimant": an insured claiming loss or damage.

"knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which constitute constructive notice of matters affecting the land.

"land": the land described or referred to in Schedule A, and encumbrances affixed thereto which by law constitute real property

"land" does not include any property beyond the lines of the land described or referred to in Schedule A, or any right, title, interest, easement in abutting streets, roads, avenues, alleys, lanes, ways, or highways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

"mortgage": mortgage, deed of trust, trust deed, or other instrument

"public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection records in the records of the clerk of the United States district court in the district in which the land is located.

"unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of the actual condition requiring the delivery of marketable title.

Continuation of Insurance After Conveyance of Title

Coverage of this policy shall continue in force as of Date of Policy of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty in the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser

from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, The

may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide for the defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the estate, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis for calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit for examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at a reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in its custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of The Fund under this policy as to that claim.

Options To Pay or Otherwise Settle Claims; Termination of Liability

In the case of a claim under this policy, The Fund shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

Upon payment or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of payment or tender of payment and which The Fund is obligated to

upon the exercise by The Fund of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be tendered to The Fund for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred

by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b) (i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination, Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

or damage shall be payable within 30 days thereafter.

Subrogation Upon Payment or Settlement

The Fund's Right of Subrogation.

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any rights of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been in effect.

If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

Payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the total amount of the loss.

Losses should result from any act of the insured claimant, as stated in the policy, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

The Fund's Rights Against Non-insured Obligors.

The Fund's right of subrogation against non-insured obligors shall include, without limitation, the rights of the insured to annuities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which might preclude subrogation rights by reason of this policy.

Arbitration

Notwithstanding to what is prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be

demand if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

Delivered with and printed on this Commitment Jacket is the Closing Protection Letter promulgated under Rule 4-186.010, F.A.C.

COMMITMENT
AND
CLOSING PROTECTION LETTER

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Commitment To Insure Title

ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called THE FUND, for a valuable consideration, hereby 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 covered hereby in the land described or referred to in Schedule A; subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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 hereof by THE FUND, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of THE FUND.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

SERIAL

CF - 0529033

FUND COMMITMENT
Schedule A

Commitment No.: CF-0529033

Effective Date: April 3, 2001 at 11:00 p.m.

Fund File Number 53-01-259 Amended
Agent's File Reference: American Citrus/Metro Life

1. Policy or Policies to be issued:

Proposed Amount of Insurance

OWNER'S: ALTA Owner's Policy (10/17/92).

\$6,150,000.00

Proposed Insured:

American Citrus Products of Charlotte County, L.C., a Florida Limited Liability Company

MORTGAGEE: ALTA Loan Policy (10/17/92).

\$4,920,000.00

Proposed Insured:

Metropolitan Life Insurance Company, a New York Corporation

2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:

Metropolitan Life Insurance Company, a New York Corporation

3. The land referred to in this commitment is described as follows:

See Exhibit A.

AGENT NO.: 384

ISSUED BY: FARR, FARR, EMERICH, SIFRIT

MAILING ADDRESS:

115 West Olympia Avenue
Punta Gorda, Florida 33950

AGENT'S SIGNATURE



FARR, FARR, EMERICH, SIFRIT

6

7

EXHIBIT "A"

All of Sections 18 and 19, all lying and being in Township 40 South, Range 27 East, Charlotte County, Florida.

AND Grantors' rights and interest in:

A 100-foot wide drainage easement in Section 17, Township 40 South, Range 27 East, Charlotte County, Florida, bounded on the North by the North line of said Section 17, and bounded on the South and West by the West line of said Section 17, the center line of said easement as follows: Begin at the Northwest corner of said Section 17; thence South $0^{\circ}05'09''$ East along the West line of said Section 17, 323.0 feet to the POINT OF BEGINNING; thence North $24^{\circ}17'40''$ East 352.24 feet to a point on the North line of said Section 17, 144.93 feet East of the Northwest corner of said Section 17 for the end of said center line, recorded on October 18, 1983 in O. R. 747, Page 1854, Charlotte County, Florida.

AND Grantors' rights and interest in:

A 100-foot wide drainage easement in Section 8, Township 40 South, Range 27 East, Charlotte County, Florida, bounded on the North by the center line of a canal and bounded on the South by the South line of said Section 8, the center line of said easement described as follows: Begin at the Southwest corner of said Section 8; thence South $89^{\circ}18'49''$ East along the South line of said Section 8, 144.93 feet to the POINT OF BEGINNING; thence North $24^{\circ}17'40''$ East 278.0 feet to the center line of a canal for the end of said center line, recorded on October 18, 1983 in O. R. 747, Page 1854, Charlotte County, Florida.

AND Grantors' rights and interest in:

An easement for the construction and maintenance of a drainage ditch over the West fifty (50) feet of Sections 17 and 20, all in Township 40 South, Range 27 East, Charlotte County, Florida, recorded on July 3, 1980 in O. R. 636, page 1297, Charlotte County, Florida.

AND Grantors' rights and interest in:

A non-exclusive easement for ingress and egress and utilities over property described as: A strip of land 50 feet wide from West to East, running parallel to the West boundary line of Sections 31 and 30 in Township 40 South, Range 27 East, in Charlotte County, Florida, beginning at the intersection of the West boundary line of Section 31 with State Road 74 and ending at the intersection of the West boundary line of Section 30, at the Southwest corner of Section 19, in said Township and Range, recorded on July 3, 1980 in O. R. 636, Page 1299, Charlotte County, Florida.

AND Grantors' rights and interest in:

That Drainage Agreement dated February, 14, 1983 and recorded March 14, 1983, in O. R. 724, page 1672, Charlotte County, Florida, pertaining to the construction and maintenance of a drainage ditch over and across the West 60 feet of Section 7, Township 40 South, Range 27 East, Charlotte County, Florida.

AND Grantors' rights and interest in:

That Road Maintenance Agreement dated August 3, 1987 and recorded August 4, 1987, in O. R. 932, page 1618, Charlotte County, Florida, pertaining to the maintenance of a roadway across the West 60 feet of Sections 18, 19, 30 and 31, and the South 60 feet of Section 19, all in Township 40 South, Range 27 East, Charlotte County, Florida.

AND

The Southwest 1/4 of Section 24, Township 40 South, Range 26 East; and

The Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 40 South, Range 26 East; and

Government Lot 3 of Section 24, Township 40 South, Range 26 East

All lying in Charlotte County, Florida.

pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mort-

gage. Payment in part by any person of the principal of the indebtedness or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the amount of insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of The Fund except as provided in Section 2(a) of these Conditions and Stipulations.

LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) **The Fund's Right of Subrogation**
Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) **The Insured's Rights and Limitations**

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or

interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, The Fund shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(c) **The Fund's Rights Against Non-insured Obligors**
The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Fund's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1 (a) (ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1 (a) (i) of these Conditions and Stipulations.

13. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

15. SEVERABILITY

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

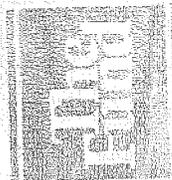
16. NOTICES, WHERE SENT

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

MORTGAGE
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at 6545 Corporate Centre Boulevard
Orlando, Florida 32822

FUND COMMITMENT

Schedule B

Commitment No.: CF-0529033

Fund File Number 53-01-259 Amended

I. *The following are the requirements to be complied with:*

1. *Payment of the full consideration to, or for the account of, the grantors or mortgagors.*
2. *Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:*
 - a. Warranty Deed from Metropolitan Life Insurance Company, a New York corporation, to the proposed insured purchaser(s).
 - b. Mortgage from American Citrus Products of Charlotte County, L.C., a Florida Limited Liability Company to the proposed insured mortgagee(s).
 3. *A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.*
4. Satisfactory evidence must be furnished establishing that Metropolitan Life Insurance Company is a corporation duly organized, validly existing, and in good standing under the laws of New York (at date of purchase and at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of corporate records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined to appropriate corporate records, can provide the certificate.
5. Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of Metropolitan Life Insurance Company. If it does, satisfactory evidence must be provided complying with Sec. 607.1201 or Sec. 607.1202, F.S., or similar statutes at the place of origin of the corporation.
6. Corporate resolution of Board of Directors authorizing the sale and conveyance [or mortgage] and confirming the authority of the director, officer, or nominee who will be signing the deed.
7. Certificate of incumbency certifying who the directors and officers, if any, are. If there is no governmental agency in charge of corporate records from which the certificate can be obtained, then an attorney or notary public in the state or country of origin, who has examined the appropriate corporate records, can provide the certificate.
8. Satisfactory evidence must be furnished establishing that American Citrus Products of Charlotte County, L.C., is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Florida (at date of purchase and at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of corporate records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined to appropriate corporate records, can provide the certificate.

FUND COMMITMENT

Schedule B

Commitment No.: CF-0529033

Fund File Number 53-01-259 Amended

9. Review certified copy of Articles of Organization and amendments thereto, if any, to verify who may sign for the company as well as procedures to authorize such signatory. Further requirements may be necessary upon review thereof.
10. Review of certified copy of regulations or operating agreement to verify who may sign for the company as well as procedures to authorize such signatory. Further requirements may be necessary upon review thereof.

II. *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 Fund:*

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. *Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).*
3. *Federal liens, if any, filed with the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993, and which designated that Office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedents' estates. For insuring purposes, personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options.*
4. Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes, which are not yet due and payable.
5. Oil, gas, mineral, or other reservations as set forth in deed by John Peace, Frank N. Ikard, Frank C. Erwin, Jr., Jenkins Garrett, Claudia Taylor Johnson, Joe M. Kilgore, A.G. McNeese, Jr., Joe T. Nelson, M.D., and Dan C. Williams, constituting the Board of Regents of the University of Texas System and as Trustees of the University Cancer Foundation as created by Trust Agreement dated November 7, 1957, as amended by instrument dated October 30, 1970 in O.R. Book 392, Page 132, Public Records of Charlotte County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
6. A non-exclusive easement for access of right-of-way for use of ingress and egress and utilities over and upon the West 60 feet of Sections 18 and 19, and the South 60 feet of Section 19, Township 40 South, Range 27 East, Charlotte County, Florida, as reserved in that certain Warranty Deed dated

FUND COMMITMENT

Schedule B

Commitment No.: CF-0529033

Fund File Number 53-01-259 Amended

June 16, 1980 and recorded July 3, 1980 in O.R. Book 636, Page 1290, Public Records of Charlotte County, Florida.

7. A non-exclusive easement for the purpose of construction and maintenance of a drainage ditch over the East 50 feet of Sections 18 and 19, Township 40 South, Range 27 East, Charlotte County, Florida, pursuant to a grant of easement dated July 3, 1980 and recorded July 3, 1980 in O.R. Book 636, Page 1302, Public Records of Charlotte County, Florida.
8. An easement in favor of United Telephone Company of Florida for the construction, operation and maintenance of poles, wires, cables, etc., dated October 29, 1980 and recorded November 6, 1980 in O.R. Book 647, Page 1368, Public Records of Charlotte County, Florida.
9. An easement in favor of Florida Power and Light Company over and across the West 10 feet of Sections 18 and 19, Township 40 South, Range 27 East, for the construction, operation and maintenance of overhead and underground electric utility facilities, dated January 16, 1981 and recorded July 8, 1981 in O.R. Book 671, Page 1280, Public Records of Charlotte County, Florida.
10. A non-exclusive easement for the purpose of access of right-of-way of ingress and egress and utilities over and upon the West 60 feet of Sections 18 and 19 and the South 60 feet of Section 19, Township 40 South, Range 27 East, Charlotte County, Florida, dated October 19, 1982 and recorded November 3, 1982 in O.R. Book 715, Page 484, Public Records of Charlotte County, Florida.
11. A non-exclusive easement for the purpose of access of right-of-way of ingress and egress and utilities over a 60 foot wide strip of property located in Section 18, Township 40 South, Range 27 East, recorded on August 4, 1987 in O.R. Book 932, Page 1613, Public Records of Charlotte County, Florida.
12. A road maintenance agreement pertaining to the West 60 feet of Sections 18 and 19, Township 40 South, Range 27 East, Charlotte County, Florida, dated August 3, 1987 and recorded August 4, 1987 in O.R. Book 932, Page 1618, Public Records of Charlotte County, Florida.
13. The non-exclusive easement for access of right-of-way for use of ingress and egress and utilities over and across the West 60 feet of Sections 30 and 31, Township 40 South, Range 27 East, Charlotte County, Florida, subject to the following exceptions: (a) The reservation of one-sixteenth (1/16) of all oil, gas and minerals under or upon said easement in Deed dated May 21, 1941 between Lake Stearns Development, Inc. and C.C. Carlton, Jr. and recorded June 18, 1941 in Deed Book 38, Page 360 of the Public Records of Charlotte County, Florida. (b) The reservations of one-half (1/2) of any oil, gas and mineral rights to lands owned by Grantors in Deed dated January 16, 1957 and recorded in O.R. Book 20, Page 55 of the Public Records of Charlotte County, Florida.
14. Easement in favor of B.C. Dickson and Ione Dickson, contained in instrument recorded February 25, 1966 in O.R. Book 224, Page 609, Public Records of Charlotte County, Florida.
15. Drainage Agreement by and between DeSoto County Land and Cattle Company, Ltd., a Florida Limited Partnership and Isaac F. Albritton, Juanita Seng Albritton, Nicholas F. Albritton and Dale E. Albritton recorded March 14, 1983 in O.R. Book 724, Page 1672, Public Records of Charlotte County, Florida.

FUND COMMITMENT
Schedule B

Commitment No.: CF-0529033

Fund File Number 53-01-259 Amended

16. Easement Agreements by and between DeSoto County Land and Cattle Company, Ltd., a Florida Limited Partnership and Isaac F. Albritton, Juanita Seng Albritton, Nicholas F. Albritton and Dale E. Albritton recorded in O.R. Book 636, Page 1297; O.R. Book 636, Page 1299 and O.R. Book 747, Page 1854, Public Records of Charlotte County, Florida.
17. Easement in favor of Florida Power and Light Company, contained in instrument recorded May 22, 1989, O.R. Book 1039, Page 1596, Public Records of Charlotte County, Florida.
18. Pending municipal assessment liens for public improvements, notice of which is contained in Resolution(s) (or Ordinance) No.(s) recorded in O.R. Book 1278, Page 1066 and O.R. Book 1284, Page 1258 . The amount of the assessment or levy, if any, has not been determined.
19. Grant of easement for public road in favor of Alfred Q. Brooks and Mattie Brooks, recorded May 23, 1980 in O.R. Book 633, Page 975, Public Records of Charlotte County, Florida.
20. Easement in favor of Florida Power and Light Company, contained in instrument recorded December 30, 1991 in O.R. Book 1192, Page 1538, Public Records of Charlotte County, Florida.
21. Ordinance Number 93-54, creating the Neal Road Street and Drainage Unit recorded December 3, 1993 in O.R. Book 1312, Page 1667, Public Records of Charlotte County, Florida.
22. Oil, gas, mineral, or other reservations as set forth in deed by Frank C. Deckelman recorded in O.R. Book 1015, Page 567, Public Records of Charlotte County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
23. Easements recorded in O.R. Book 339, Page 983 and re-recorded in OR Book 342, Page 198, Public Records of Charlotte County, Florida.

Standard Exceptions

The owner policy will be subject to the mortgage, if any, noted under item two of Section I of Schedule B hereof. All policies will be subject to the following exceptions: (1) taxes for the year of the effective date of this Commitment and taxes or special assessments which are not shown as existing liens by the public records; (2) rights or claims of parties in possession not shown by the public records; (3) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises; (4) easements, or claims of easements, not shown by the public records; (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.

Conditions and Stipulations

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 acquires 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 FUND in writing, THE FUND shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent THE FUND is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to THE FUND, or if THE FUND otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, THE FUND at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve THE FUND from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of THE FUND 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, the Exclusions from Coverage and the Conditions and Stipulations 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. Any action or actions or rights of action that the proposed Insured may have or may bring against THE FUND 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.

Closing Protection 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 Attorneys' Title Insurance Fund, Inc. 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, Attorneys' Title Insurance Fund, Inc., 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. Attorneys' Title Insurance Fund, Inc. 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 Attorneys' Title Insurance Fund, Inc. 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 Attorneys' Title Insurance Fund, Inc.
 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 Attorneys' Title Insurance Fund, Inc. 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 Attorneys' Title Insurance Fund, Inc. 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 Attorneys' Title Insurance Fund, Inc. 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 Attorneys' Title Insurance Fund, Inc. 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 Attorneys' Title Insurance Fund, Inc. at its principal office at 6545 Corporate Centre Boulevard, P.O. Box 628600, Orlando, Florida 32862-8600. When the failure to give prompt notice shall prejudice Attorneys' Title Insurance Fund, Inc., then liability of Attorneys' Title Insurance Fund, Inc., hereunder shall be reduced to the extent of such prejudice. Attorneys' Title Insurance Fund, Inc. shall not be liable hereunder unless notice of loss in writing is received by Attorneys' Title Insurance Fund, Inc. 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 Attorneys' Title Insurance Fund, Inc. 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.

FUND COMMITMENT

Schedule A

Commitment No.: CF-0529033

Effective Date: April 3, 2001 at 11:00 p.m.

Fund File Number 53-01-259 Amended
Agent's File Reference: American Citrus/Metro Life

1. *Policy or Policies to be issued:*

OWNER'S: ALTA Owner's Policy (10/17/92).

Proposed Amount of Insurance

\$6,150,000.00

Proposed Insured:

American Citrus Products of Charlotte County, L.C., a Florida Limited Liability Company

MORTGAGEE: ALTA Loan Policy (10/17/92).

\$4,920,000.00

Proposed Insured:

Metropolitan Life Insurance Company, a New York Corporation

2. *The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:*

Metropolitan Life Insurance Company, a New York Corporation

3. *The land referred to in this commitment is described as follows:*

See Exhibit A.

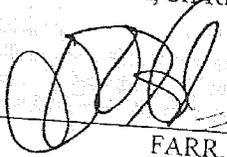
AGENT NO.: 384

ISSUED BY: FARR, FARR, EMERICH, SIFRIT

MAILING ADDRESS:

115 West Olympia Avenue
Punta Gorda, Florida 33950

AGENT'S SIGNATURE



FARR, FARR, EMERICH, SIFRIT

EXHIBIT "A"

All of Sections 18 and 19, all lying and being in Township 40 South, Range 27 East, Charlotte County, Florida.

AND Grantors' rights and interest in:

A 100-foot wide drainage easement in Section 17, Township 40 South, Range 27 East, Charlotte County, Florida, bounded on the North by the North line of said Section 17, and bounded on the South and West by the West line of said Section 17, the center line of said easement as follows: Begin at the Northwest corner of said Section 17; thence South $0^{\circ}05'09''$ East along the West line of said Section 17, 323.0 feet to the POINT OF BEGINNING; thence North $24^{\circ}17'40''$ East 352.24 feet to a point on the North line of said Section 17, 144.93 feet East of the Northwest corner of said Section 17 for the end of said center line, recorded on October 18, 1983 in O. R. 747, Page 1854, Charlotte County, Florida.

AND Grantors' rights and interest in:

A 100-foot wide drainage easement in Section 8, Township 40 South, Range 27 East, Charlotte County, Florida, bounded on the North by the center line of a canal and bounded on the South by the South line of said Section 8, the center line of said easement described as follows: Begin at the Southwest corner of said Section 8; thence South $89^{\circ}18'49''$ East along the South line of said Section 8, 144.93 feet to the POINT OF BEGINNING; thence North $24^{\circ}17'40''$ East 278.0 feet to the center line of a canal for the end of said center line, recorded on October 18, 1983 in O. R. 747, Page 1854, Charlotte County, Florida.

AND Grantors' rights and interest in:

An easement for the construction and maintenance of a drainage ditch over the West fifty (50) feet of Sections 17 and 20, all in Township 40 South, Range 27 East, Charlotte County, Florida, recorded on July 3, 1980 in O. R. 636, page 1297, Charlotte County, Florida.

AND Grantors' rights and interest in:

A non-exclusive easement for ingress and egress and utilities over property described as: A strip of land 60 feet wide from West to East, running parallel to the West boundary line of Sections 31 and 30 in Township 40 South, Range 27 East, in Charlotte County, Florida, beginning at the intersection of the West boundary line of Section 31 with State Road 74 and ending at the intersection of the West boundary line of Section 30, at the Southwest corner of Section 19, in said Township and Range, recorded on July 3, 1980 in O. R. 636, Page 1299, Charlotte County, Florida.

AND Grantors' rights and interest in:

That Drainage Agreement dated February, 14, 1983 and recorded March 14, 1983, in O. R. 724, page 1672, Charlotte County, Florida, pertaining to the construction and maintenance of a drainage ditch over and across the West 60 feet of Section 7, Township 40 South, Range 27 East, Charlotte County, Florida.

AND Grantors' rights and interest in:

That Road Maintenance Agreement dated August 3, 1987 and recorded August 4, 1987, in O. R. 932, page 1618, Charlotte County, Florida, pertaining to the maintenance of a roadway across the West 60 feet of Sections 18, 19, 30 and 31, and the South 60 feet of Section 19, all in Township 40 South, Range 27 East, Charlotte County, Florida.

AND

The Southwest 1/4 of Section 24, Township 40 South, Range 26 East; and

The Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 40 South, Range 26 East; and

Government Lot 3 of Section 24, Township 40 South, Range 26 East

All lying in Charlotte County, Florida.

FUND COMMITMENT

Schedule B

Commitment No.: CF-0529033

Fund File Number 53-01-259 Amended

- I. *The following are the requirements to be complied with:*
1. *Payment of the full consideration to, or for the account of, the grantors or mortgagors.*
 2. *Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:*
 - a. Warranty Deed from Metropolitan Life Insurance Company, a New York corporation, to the proposed insured purchaser(s).
 - b. Mortgage from American Citrus Products of Charlotte County, L.C., a Florida Limited Liability Company to the proposed insured mortgagee(s).
 3. *A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.*
 4. Satisfactory evidence must be furnished establishing that Metropolitan Life Insurance Company is a corporation duly organized, validly existing, and in good standing under the laws of New York (at date of purchase and at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of corporate records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined to appropriate corporate records, can provide the certificate.
 5. Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of Metropolitan Life Insurance Company. If it does, satisfactory evidence must be provided complying with Sec. 607.1201 or Sec. 607.1202, F.S., or similar statutes at the place of origin of the corporation.
 6. Corporate resolution of Board of Directors authorizing the sale and conveyance [or mortgage] and confirming the authority of the director, officer, or nominee who will be signing the deed.
 7. Certificate of incumbency certifying who the directors and officers, if any, are. If there is no governmental agency in charge of corporate records from which the certificate can be obtained, then an attorney or notary public in the state or country of origin, who has examined the appropriate corporate records, can provide the certificate.
 8. Satisfactory evidence must be furnished establishing that American Citrus Products of Charlotte County, L.C., is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Florida (at date of purchase and at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of corporate records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined to appropriate corporate records, can provide the certificate.

FUND COMMITMENT

Schedule B

Commitment No.: CF-0529033

Fund File Number 53-01-259 Amended

9. Review certified copy of Articles of Organization and amendments thereto, if any, to verify who may sign for the company as well as procedures to authorize such signatory. Further requirements may be necessary upon review thereof.
10. Review of certified copy of regulations or operating agreement to verify who may sign for the company as well as procedures to authorize such signatory. Further requirements may be necessary upon review thereof.

II. *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 Fund:*

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. *Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).*
3. *Federal liens, if any, filed with the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993, and which designated that Office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedents' estates. For insuring purposes, personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options.*
4. *Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes, which are not yet due and payable.*
5. *Oil, gas, mineral, or other reservations as set forth in deed by John Peace, Frank N. Ikard, Frank C. Erwin, Jr., Jenkins Garrett, Claudia Taylor Johnson, Joe M. Kilgore, A.G. McNeese, Jr., Joe T. Nelson, M.D., and Dan C. Williams, constituting the Board of Regents of the University of Texas System and as Trustees of the University Cancer Foundation as created by Trust Agreement dated November 7, 1957, as amended by instrument dated October 30, 1970 in O.R. Book 392, Page 132, Public Records of Charlotte County, Florida. No determination has been made as to the current record owner for the interest excepted herein.*
6. *A non-exclusive easement for access of right-of-way for use of ingress and egress and utilities over and upon the West 60 feet of Sections 18 and 19, and the South 60 feet of Section 19, Township 40 South, Range 27 East, Charlotte County, Florida, as reserved in that certain Warranty Deed dated*

FUND COMMITMENT

Schedule B

Commitment No.: CF-0529033

Fund File Number 53-01-259 Amended

June 16, 1980 and recorded July 3, 1980 in O.R. Book 636, Page 1290, Public Records of Charlotte County, Florida.

7. A non-exclusive easement for the purpose of construction and maintenance of a drainage ditch over the East 50 feet of Sections 18 and 19, Township 40 South, Range 27 East, Charlotte County, Florida, pursuant to a grant of easement dated July 3, 1980 and recorded July 3, 1980 in O.R. Book 636, Page 1302, Public Records of Charlotte County, Florida.
8. An easement in favor of United Telephone Company of Florida for the construction, operation and maintenance of poles, wires, cables, etc., dated October 29, 1980 and recorded November 6, 1980 in O.R. Book 647, Page 1368, Public Records of Charlotte County, Florida.
9. An easement in favor of Florida Power and Light Company over and across the West 10 feet of Sections 18 and 19, Township 40 South, Range 27 East, for the construction, operation and maintenance of overhead and underground electric utility facilities, dated January 16, 1981 and recorded July 8, 1981 in O.R. Book 671, Page 1280, Public Records of Charlotte County, Florida.
10. A non-exclusive easement for the purpose of access of right-of-way of ingress and egress and utilities over and upon the West 60 feet of Sections 18 and 19 and the South 60 feet of Section 19, Township 40 South, Range 27 East, Charlotte County, Florida, dated October 19, 1982 and recorded November 3, 1982 in O.R. Book 715, Page 484, Public Records of Charlotte County, Florida.
11. A non-exclusive easement for the purpose of access of right-of-way of ingress and egress and utilities over a 60 foot wide strip of property located in Section 18, Township 40 South, Range 27 East, recorded on August 4, 1987 in O.R. Book 932, Page 1613, Public Records of Charlotte County, Florida.
12. A road maintenance agreement pertaining to the West 60 feet of Sections 18 and 19, Township 40 South, Range 27 East, Charlotte County, Florida, dated August 3, 1987 and recorded August 4, 1987 in O.R. Book 932, Page 1618, Public Records of Charlotte County, Florida.
13. The non-exclusive easement for access of right-of-way for use of ingress and egress and utilities over and across the West 60 feet of Sections 30 and 31, Township 40 South, Range 27 East, Charlotte County, Florida, subject to the following exceptions: (a) The reservation of one-sixteenth (1/16) of all oil, gas and minerals under or upon said easement in Deed dated May 21, 1941 between Lake Stearns Development, Inc. and C.C. Carlton, Jr. and recorded June 18, 1941 in Deed Book 38, Page 360 of the Public Records of Charlotte County, Florida. (b) The reservations of one-half (1/2) of any oil, gas and mineral rights to lands owned by Grantors in Deed dated January 16, 1957 and recorded in O.R. Book 20, Page 55 of the Public Records of Charlotte County, Florida.
14. Easement in favor of B.C. Dickson and Ione Dickson, contained in instrument recorded February 25, 1966 in O.R. Book 224, Page 609, Public Records of Charlotte County, Florida.
15. Drainage Agreement by and between DeSoto County Land and Cattle Company, Ltd., a Florida Limited Partnership and Isaac F. Albritton, Juanita Seng Albritton, Nicholas F. Albritton and Dale E. Albritton recorded March 14, 1983 in O.R. Book 724, Page 1672, Public Records of Charlotte County, Florida.

FUND COMMITMENT
Schedule B

Commitment No.: **CF-0529033**

Fund File Number 53-01-259 Amended

16. Easement Agreements by and between DeSoto County Land and Cattle Company, Ltd., a Florida Limited Partnership and Isaac F. Albritton, Juanita Seng Albritton, Nicholas F. Albritton and Dale E. Albritton recorded in O.R. Book 636, Page 1297; O.R. Book 636, Page 1299 and O.R. Book 747, Page 1854, Public Records of Charlotte County, Florida.
17. Easement in favor of Florida Power and Light Company, contained in instrument recorded May 22, 1989, O.R. Book 1039, Page 1596, Public Records of Charlotte County, Florida.
18. Pending municipal assessment liens for public improvements, notice of which is contained in Resolution(s) (or Ordinance) No.(s) recorded in O.R. Book 1278, Page 1066 and O.R. Book 1284, Page 1258. The amount of the assessment or levy, if any, has not been determined.
19. Grant of easement for public road in favor of Alfred Q. Brooks and Mattie Brooks, recorded May 23, 1980 in O.R. Book 633, Page 975, Public Records of Charlotte County, Florida.
20. Easement in favor of Florida Power and Light Company, contained in instrument recorded December 30, 1991 in O.R. Book 1192, Page 1538, Public Records of Charlotte County, Florida.
21. Ordinance Number 93-54, creating the Neal Road Street and Drainage Unit recorded December 3, 1993 in O.R. Book 1312, Page 1667, Public Records of Charlotte County, Florida.
22. Oil, gas, mineral, or other reservations as set forth in deed by Frank C. Deckelman recorded in O.R. Book 1015, Page 567, Public Records of Charlotte County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
23. Easements recorded in O.R. Book 339, Page 983 and re-recorded in OR Book 342, Page 198, Public Records of Charlotte County, Florida.

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Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

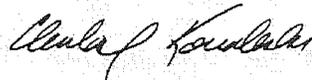
1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Attorneys' Title Insurance Fund, Inc.

By



Charles J. Kovaleski

President



MP -

SERIAL

2695971

Dear Fund Agent:

This checklist should be used as a guide to ensure that all necessary information is on your form(s). ATTACH THIS SERIALIZED PAGE TO THE FORM WHEN SUBMITTING TO THE FUND.

- Serial number on this page agrees with Schedules A & B.
- Serial number is referenced on all attachments, endorsements and worksheets.
- Transaction is logged appropriately on Forms Control Log (see Fund Procedures Handbook).
- Effective Date is on Schedule A.
- File Reference from your office is on Schedule A.
- Amount of Insurance is on Schedule A.
- Name of insured is on Schedule A.
- Legal Description is on Schedule A or attachment is included.
- All schedules are legible for microfilming.

The following items are only applicable to policy forms and should not be completed for Commitment forms.

- Recording information is provided (EXCEPT OPR and MPP).
- Premium is calculated using either a manual Policy/Endorsement Calculation Worksheet or an ATIDS/ATPR printout of the worksheet. ATTACH THE WORKSHEET TO THE FORM(S).
- Copy of prior policy written through other title insurance underwriter is attached if used for re-issue purposes.
- Premium remittance check is made payable to Attorneys' Title Insurance Fund, Inc. and is attached to the policy.

Your cooperation in this matter is appreciated and we thank you for doing business with The Fund.

2695971

FUND MORTGAGEE FORM

SCHEDULE A

Policy No.:
MP-2695971

Effective Date:
May 1, 2001
4:19 p.m.

Members File Reference:
American Citrus/Metropolitan Life

AMOUNT OF INSURANCE: \$4,920,000.00

1. Name of Insured:

Metropolitan Life Insurance Company, a New York Corporation

2. The Estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is a fee simple (if other, specify same) and is at the effective date hereof vested in:

American Citrus Products of Charlotte County, L.C., a Florida Limited Company

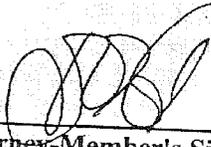
3. The land referred to in this policy is described as follows:

See Exhibit A attached hereto and made a part hereof.

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage between American Citrus Products of Charlotte County, L.C., a Florida limited liability company and Metropolitan Life Insurance Company, a New York Corporation dated April 27, 2001 and recorded on May 1, 2001 in O.R. Book 1890, Page 262, Public Records of Charlotte County, Florida.

ISSUED BY
FARR, FARR, EMERICH, SIFRIT,
HACKETT AND CARR, P.A.

M-384
Member No.  Attorney-Member's Signature

115 West Olympia Avenue, Punta Gorda, Florida, 33950

FUND MORTGAGEE FORM

SCHEDULE B

Policy No.: MP-2695971

This policy does not insure against loss or damage by reason of the following:

1. The lien of all taxes for the year 2001 and thereafter.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
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. In addition to the matters set forth in Schedule B of the policy, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, but The Fund insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:
7. Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes, which are not yet due and payable.
8. Oil, gas, mineral, or other reservations as set forth in deed by John Peace, Frank N. Ikard, Frank C. Erwin, Jr., Jenkins Garrett, Claudia Taylor Johnson, Joe M. Kilgore, A.G. McNeese, Jr., Joe T. Nelson, M.D., and Dan C. Williams, constituting the Board of Regents of the University of Texas System and as Trustees of the University Cancer Foundation as created by Trust Agreement dated November 7, 1957, as amended by instrument dated October 30, 1970 in O.R. Book 392, Page 132, Public Records of Charlotte County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
9. A non-exclusive easement for access of right-of-way for use of ingress and egress and utilities over and upon the West 60 feet of Sections 18 and 19, and the South 60 feet of Section 19, Township 40 South, Range 27 East, Charlotte County, Florida, as reserved in that certain Warranty Deed dated June 16, 1980 and recorded July 3, 1980 in O.R. Book 636, Page 1290, Public Records of Charlotte County, Florida.

FUND MORTGAGEE FORM

SCHEDULE B (continued)

Policy No.: MP-2695971

10. A non-exclusive easement for the purpose of construction and maintenance of a drainage ditch over the East 50 feet Sections of 18 and 19, Township 40 South, Range 27 East, Charlotte County, Florida, pursuant to a grant of easement dated July 3, 1980 and recorded July 3, 1980 in O.R. Book 636, Page 1302, Public Records of Charlotte County, Florida.
11. An easement in favor of United Telephone Company of Florida for the construction, operation and maintenance of poles, wires, cables, etc., dated October 29, 1980 and recorded November 6, 1980 in O.R. Book 647, page 1368, Public Records of Charlotte County, Florida.
12. An easement in favor of Florida Power and Light Company over and across the West 10 feet of Sections 18 and 19, Township 40 South, Range 27 East, for the construction, operation and maintenance of overhead and underground electric utility facilities, dated January 16, 1981 and recorded July 8, 1981 in O.R. Book 671, Page 1280, Public Records of Charlotte County, Florida.
13. A non-exclusive easement for the purpose of access of right-of-way of ingress and egress and utilities over and upon the West 60 feet Sections of 18 and 19 and the South 60 feet of Section 19, Township 40 South, Range 27 East, Charlotte County, Florida, dated October 19, 1982 and recorded November 3, 1982 in O.R. Book 715, Page 484, Public Records of Charlotte County, Florida.
14. A non-exclusive easement for the purpose of access of right-of-way of ingress and egress and utilities over a 60 foot wide strip of property located in Section 18, Township 40 South, Range 27 East, recorded on August 4, 1987 or O.R. Book 932, Page 1613, Public Records of Charlotte County, Florida.
15. A road maintenance agreement pertaining to the West 60 feet of Sections 18 and 19, Township 40 South, Range 27 East, Charlotte County, Florida, dated August 3, 1987 and recorded August 4, 1987 in O.R. Book 932, Page 1618, Public Records of Charlotte County, Florida.

FUND MORTGAGEE FORM

SCHEDULE B (continued)

Policy No.: MP-2695971

16. The non-exclusive easement for access of right-of-way for use of ingress and egress and utilities over and across the West 60 feet of Sections 30 and 31, Township of 40 South, Range 27 East, Charlotte County, Florida, subject to the following exceptions: (a) The reservation of one-sixteenth (1/16) of all oil, gas and minerals under or upon said easement in Deed dated May 21, 1941 between Lake Stearns Development, Inc. and C.C. Carlton, Jr. and recorded June 18, 1941 in Deed Book 38, Page 360 of the Public Records of Charlotte County, Florida. (b) The reservations of one-half (1/2) of any oil, gas and mineral rights to lands owned by Grantors in Deed dated January 16, 1957 and recorded in O.R. Book 20, Page 55 of the Public Records of Charlotte County, Florida.
17. Easement in favor of B.C. Dickson and Ione Dickson, contained in instrument recorded February 25, 1966 in O.R. Book 224, Page 609, Public Records of Charlotte County, Florida.
18. Drainage Agreement by and between DeSoto County Land and Cattle Company, Ltd., a Florida Limited Partnership and Isaac F. Albritton, Juanita Seng Albritton, Nicholas F. Albritton and Dale E. Albritton recorded March 14, 1983, in C.R. Book 724, Page 1672, Public Records of Charlotte County, Florida.
19. Easement Agreements by and between DeSoto County Land and Cattle Company, Ltd., a Florida Limited Partnership and Isaac F. Albritton, Juanita Seng Albritton, Nicholas F. Albritton and Dale E. Albritton recorded in O.R. Book 636, Page 1299 and O.R. Book 747, Page 1854, Public Records of Charlotte County, Florida.
20. Easement in favor of Florida Power and Light Company, contained in instrument recorded May 22, 1989, O.R. Book 1039, Page 1596, Public Records of Charlotte County, Florida.
21. Pending municipal assessment liens for public improvements notice of which is contained in Resolution(s) (or Ordinance) No.(s) recorded in O.R. Book 1278, Page 1066 and O.R. Book 1284, Page 1258. The amount of the assessment or levy, if any, has not been determined.
22. Grant of easement for public road in favor of Alfred Q. Brooks and Mattie Brooks, recorded May 23, 1980 in O.R. Book 633, page 975, Public Records of Charlotte County, Florida.

FUND MORTGAGEE FORM

SCHEDULE B (continued)

Policy No.: MP-2695971

23. Easement in favor of Florida Power and Light Company, contained in instrument recorded December 30, 1991 in O.R. Book 1192, Page 1538, Public Records of Charlotte County, Florida.
24. Ordinance Number 93-54, creating the Neal Road Street and Drainage Unit recorded December 3, 1993 in O.R. Book 1312, Page 1667, Public Records of Charlotte County, Florida.
25. Oil, gas, mineral, or other reservations as set forth in deed by Frank C. Deckelman recorded in O.R. Book 1015, Page 567, Public Records of Charlotte County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
26. Easements recorded in O.R. Book 339, page 983 and re-recorded in O.R. Book 342, Page 198, Public Records of Charlotte County, Florida.

Standard exceptions 2 through 5 are hereby deleted.

FUND MORTGAGEE FORM

SCHEDULE B II

Policy No.: MP-2695971

In addition to the matters set forth in Schedule B of the policy, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, but The Fund insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

UCC-1 Financing Statement between American Citrus Products of Charlotte County, L.C. (Debtor) and Metropolitan Life Insurance Company, Agricultural Investments (Secured Party). Recorded May 1, 2001 in O.R. Book 1890, Page 270, Public Records of Charlotte County, Florida.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise from:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to: (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.

Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
- (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
- (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A. The term "insured" also includes:
 - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that The Fund would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
 - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
 - (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

CONTINUATION OF INSURANCE

- (a) **After Acquisition of Title.** The coverage of this policy shall continue

in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal matter which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses The Fund may have against any predecessor insured; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

- (i) the Amount of Insurance stated in Schedule A;
- (ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case

the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, The Fund may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage as insured if The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of The Fund under this policy as to that claim.

OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, The Fund shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance or To Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the

time of payment or tender of payment and which The Fund is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of purchase and which The Fund is obligated to pay.

If The Fund offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to The Fund upon payment therefor.

Upon the exercise by The Fund of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to The Fund for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b)(i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of The Fund shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

(d) The Fund shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance

CERTIFICATE OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
AMERICAN CITRUS PRODUCTS OF CHARLOTTE COUNTY, L.C.

1. The name of the limited liability company is American Citrus Products of Charlotte County, L.C. (the "Company").
2. The Articles of Organization of the Company were filed on March 27, 2001.
3. Article I of the Articles of Organization of the Company is hereby amended to read as follows:

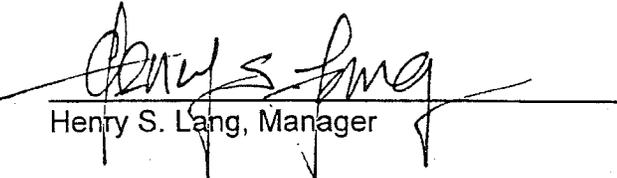
ARTICLE 1 - Name:

The name of the Limited Liability Company is:

CALUSA GROWERS, L.C.

4. This Amendment was recommended by the Manager of the Company on October 25, 2001.
5. This Amendment was approved by the Manager of the Company, which is the only group of the Company entitled to vote on the Amendment, and by unanimous vote which was sufficient for approval.

IN WITNESS WHEREOF, these Articles of Amendment are hereby executed on this 25th day of October, 2001.


Henry S. Lang, Manager

FORM A. PROPERTY OWNER AUTHORIZATION TO APPLICANT

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for Calusa Green, LLC to be the applicant for this REZONING.

STATE OF Florida, COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 23 day of May, 2012, by

who is personally known to me or has/have produced

as identification and who did/did not take an oath.

Cheryl Pisaturo | CALUSA GROWERS LC BY: Henry S. Lang
Notary Public Signature | Signature of Owner

Cheryl Pisaturo | HENRY S. LANG
Notary Printed Signature | Printed Signature of Owner

Administrative Assistant | 47320 BERMONT ROAD
Title | Address

EE 181724 | PUNTA GORDA, FL 33982
Commission Code | City, State, Zip

941-639-2518
Telephone Number

