



Fidelity National Title Insurance Company

Commitment No. _____

COMMITMENT FOR TITLE INSURANCE

Issued by
Fidelity National Title Insurance Company

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

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

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

Fidelity National Title Insurance Company

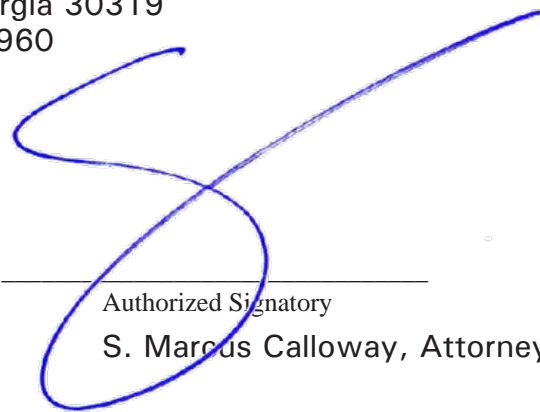


By: 

ATTEST _____ President


Secretary

Calloway Title and Escrow, LLC
4170 Ashford Dunwoody Road
5th Floor, Suite 525
Atlanta, Georgia 30319
(770) 698-7960



Countersigned: _____

Authorized Signatory
S. Marcus Calloway, Attorney At Law



CONDITIONS

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



ALTA COMMITMENT FOR TITLE INSURANCE-3/6/17-jm-FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

COMMITMENT TO ENDORSE POLICY NO. 2730710-91176784	EFFECTIVE DATE OF COMMITMENT: February 10, 2017 at 5:00 p.m.
CT NO. 2-30560	

PREPARED FOR: Mark A. Block, Esquire
SEYFARTH SHAW LLP

INQUIRIES SHOULD BE DIRECTED TO: CALLOWAY TITLE AND ESCROW, LLC
4170 ASHFORD-DUNWOODY ROAD
SUITE 525
ATLANTA, GEORGIA 30319
(770) 698-7960

- | | |
|------------------------------|-----------------|
| 1. ENDORSEMENT TO BE ISSUED: | AMOUNT |
| | \$14,300,000.00 |

PROPOSED INSURED:

Bank of North Georgia, a division of Synovus Bank, and its respective successors and/or assigns as their interests may appear

- The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.
- Title to said estate or interest in said land is at the effective date hereof vested in:

Duluth Office Center Owners LLC, a Georgia limited liability company
- The land referred to in this Commitment is located in the County of Gwinnett, State of Georgia, and described as follows:

ALL THOSE TRACTS or parcels of land lying and being in Land Lot 204 of the 6th District of Gwinnett County, Georgia, being more particularly described on Exhibit "A" attached to that certain Fidelity National Title Insurance Company's Loan Policy No. 2730710-91176784.

I. THE FOLLOWING ARE REQUIREMENTS TO BE COMPLIED WITH:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record; to wit:

MODIFICATION AGREEMENT by and between Duluth Office Center Owners LLC, a Georgia limited liability company and Bank of North Georgia, a division of Synovus Bank to modify that certain Deed to Secure Debt, Security Agreement and Fixture Filing from Duluth Office Center Owners LLC, a Georgia limited liability company to Bank of North Georgia, a division of Synovus Bank, dated March 25, 2014, filed for record March 27, 2014 at 3:37 p.m., recorded in Deed Book [52842, Page 235](#), Records of Gwinnett County, Georgia; securing an indebtedness of \$10,500,000.00, maturing February 25, 2017.

This instrument must be executed pursuant to proper limited liability company authority and the Company must be furnished satisfactory documentary proof thereof. Said limited liability company must be formed in the State of Georgia or registered in the State of Georgia and the Company must be furnished documentary proof thereof.

This instrument must be executed pursuant to proper authority, and the Company must be furnished satisfactory documentary proof thereof.

2. Payment to or for the account of the mortgagor for the full consideration for the estate or interest to be insured.
3. Proof satisfactory to the Company that any and all water bills associated with subject property have been paid in full through the date of closing.

NOTE: This requirement cannot be satisfied solely by the production of an affidavit from the seller or borrower, but requires separate verification with the appropriate county, municipality and/or service providers.

4. The Company must be furnished proof in affidavit form as to who is in possession of the subject property and under what claim. Upon receipt of such proof, Item 2(a) of Part II below will be deleted or amended in accordance with the facts revealed thereby.
5. The Company must be furnished satisfactory proof in affidavit form that improvements and/or repairs or alterations to the property are completed; that contractor, subcontractors, laborers and materialmen are all paid, and have released of record all

liens or notice of intent to perfect a lien for labor and material; or receipt of proof satisfactory to the Company that no improvements or repairs were made on the property within 95 days preceding the filing for record of the instruments required at Item 1 above. Upon receipt of this proof, Item 2(d) of Part II below will be deleted or amended in accordance with the facts shown thereby.

6. Proof satisfactory to the Company that all taxes or special assessments, including water bills, which are not shown as existing liens on the public records are paid in full at the time of closing. Upon receipt of such proof, Item 2(e) of Part II below will be deleted or amended in accordance with the facts shown thereby.

FOR YOUR INFORMATION:

State and County [taxes](#) for the year 2016 were paid on October 4, 2016 in the amount of \$67,869.70, under Map Reference No. R6204 052, on 4.36 acres. **(Tract One)**

State and County taxes for the year 2016 were paid on October 4, 2016 in the amount of \$84,294.70, under Map Reference No. R6204 002B, on 6.86 acres. **(Tract Two)**

State and County taxes for the year 2016 were paid on September 19, 2016 in the amount of \$68,964.05, under Map Reference No. R6204 002C, on 4.46 acres. **(Tract Three)**

State and County taxes for the year 2016 were paid on September 19, 2016 in the amount of \$217.74, under Map Reference No. R6204 013, on 0.52 of an acre. **(Tract Four)**

There were no back taxes due. The property lies outside of any city.

AS A MATTER OF INFORMATION:

1. Notice of Commencement by PowerSecure Inc., undated, filed for record November 19, 2015 at 3:37 p.m., recorded in GED Book 4508, Page 283, aforesaid Records.
2. Notice of Commencement by Warren-Hanks Construction Company, dated June 1, 2016, filed for record June 13, 2016 at 4:17 p.m., recorded in GED Book [4650, Page 188](#), aforesaid Records.

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 COMPANY:

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - ~~(b) Easements, or claims of easements, not shown by the public records.~~
 - ~~(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.~~
 - (d) 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.
 - (e) Taxes or special assessments which are not shown as existing liens by the public records.
3. Special Exceptions:
 - (a) Endorsement attached hereto as Exhibit "1" will be incorporated into policy subject to the satisfaction of the requirements contained herein.

EXHIBIT "1"

ENDORSEMENT NO. 17

Attached to Policy No. 2730710-91176784

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Which Policy is hereby amended as follows:

1. By extending the "Date of Policy" to read:
"March __, 2017 at __: __ __.m." (the date and filing time of the modification agreement to be insured)
2. By increasing the "Amount of Insurance" to read:
"\$14,300,000.00"
3. By adding to Item 3, Schedule A the following:
"...; as modified by that certain Modification Agreement by and between Duluth Office Center Owners LLC, a Georgia limited liability company and Bank of North Georgia, a division of Synovus Bank, dated March __, 2017, filed for record March __, 2017 at __: __ __.m., recorded in Deed Book ____, Page ____, Records of Gwinnett County, Georgia."
4. By deleting from Item 3, Schedule A the phrase "To Secure: \$12,600,000.00" in its entirety and inserting in lieu thereof the following:
"TO SECURE: \$14,300,000.00"
5. By deleting Item 1, Schedule B, Part I in its entirety and inserting in lieu thereof the following:
 - "1. All taxes for the year 2017 which are liens, and subsequent years, not yet due and payable."
6. By adding to Schedule B, Part I the following:
 - "5. Riparian rights incident to the premises.
 6. Rights of tenants in possession under unrecorded leases."
7. By adding to Schedule B, Part I under the heading "The Following Affect Tract Two (The Duluth Building), the following:

- Continued on Attachment -

ATTACHMENT

Fidelity National Title Insurance Company
Endorsement No. 17 to Policy No. 2730710-91176784
CT#2-30560/8078.525/SMC
March 6, 2017
Page 2

- “5. Access Easement Agreement by and between Duluth Office Center Owners LLC, a Georgia limited liability company and Breckinridge Oaks, L.P., a Georgia limited partnership, dated October 4, 2016, filed for record November 3, 2016 at 2:14 p.m., recorded in Deed Book [54706](#), [Page 877](#), aforesaid Records.
6. Such state of facts occurring subsequent to March 27, 2014 which would be disclosed by a current, accurate survey and careful visual inspection of the premises.”
8. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorney’s fees, or expenses by reason of any claim that arises out of the transaction creating the Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws that is based on:
 1. the Modification being deemed a fraudulent conveyance or fraudulent transfer; or
 2. the Modification being deemed a preferential transfer except where the preferential transfer results from the failure
 - a. to timely record the instrument of transfer; or
 - b. of such recordation to impart notice to a purchaser for value or to a judgment or lien creditor.
9. All other terms and conditions remain unchanged.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed hereto by its duly authorized officers.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

BY: **SPECIMEN**

CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY