ENDORSEMENT NO. 1
Attached to Policy No. 7230710-210997052
Issued by

CHICAGO TITLE INSURANCE COMPANY

1. As used in this endorsement, the following terms shall mean:

   a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.

   b. "Lease": the lease described in Schedule A.

   c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.

   d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.

   e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.

   f. "Remaining Lease Term": the portion of the Lease Term remaining after the Tenant has been Evicted.

   g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of the policy, the Insured Claimant.

   h. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Tenant’s expense or in which the Tenant has an interest greater than the right to possession during the Lease Term.

   - Continued on Attachment -
2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Tenant, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8(a)(iii) of the Conditions:

a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.

b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.
ATTACHMENT

Chicago Title Insurance Company
Endorsement No. 1 to Policy No. 7230710-210997052
CT#2-35079/8078.690
March 29, 2017
Page 3

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Tenant as lessee or part of the Leasehold Estate or the Tenant Leasehold Improvements.

e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.

g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping

4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys’ fees or expenses) resulting from environmental damage or contamination.

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.

CHICAGO TITLE INSURANCE COMPANY

SPECIMEN

BY: CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY
ALTA 13.1-06 Leasehold - Loan (4-2-12)
ENDORSEMENT NO. 2
Attached to Policy No. 7230710-210997052
Issued by
CHICAGO TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only:
   a. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. “Improvement” means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation of a Covenant that:
      i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
      ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
      iii. causes a loss of the Insured’s Title acquired in satisfaction or partial satisfaction of the Indebtedness;
   b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
   c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. The Company insures against loss or damage sustained by reason of:
   a. An encroachment of:
      i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
      ii. an Improvement located on adjoining land onto the Land at Date of Policy unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i. or 4.a.ii.;

   - Continued on Attachment -
b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or

c. Damage to an Improvement located on the Land, at Date of Policy:
   i. that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or
   ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:

   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
   c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
   d. contamination, explosion, fire, fracturing, vibration, earthquake or subsidence; or
   e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

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.

CHICAGO TITLE INSURANCE COMPANY

DRAFT

BY:
CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

ALTA 9-06 Restrictions, Encroachments, Minerals - Loan Policy (4-2-12)
ENDORSEMENT NO. 3
Attached to Policy No. 7230710-210997052
Issued by

CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured if, at Date of Policy
(i) the Land does not abut and have both actual vehicular and pedestrian access to and
from Sandtown Road (the "Street"), (ii) the Street is not physically open and publicly
maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that
portion of the Street abutting the Land.

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.

CHICAGO TITLE INSURANCE COMPANY

SPECIMEN

BY:

CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

Endorsement 17-06 (Access and Entry)
ENDORSEMENT NO. 4
Attached to Policy No. 7230710-210997052
Issued by

CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey entitled "P S Marinas 3, State Bank & Trust Company, Chicago Title Insurance Co.", prepared by Construction Engineering, Associates, bearing the seal and certification of Milton Robert Lemon, Georgia Registered Land Surveyor No. 1439, dated May 5, 1988, last revised March 23, 2012.

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.

CHICAGO TITLE INSURANCE COMPANY

BY:

CALLWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

ALTA Endorsement Form 25-06 - Same as Survey (10/16/08)
ENDORSEMENT NO. 5
Attached to Policy No. 7230710-210997052
Issued by

CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the
land being taxed as part of a larger parcel of land or failing to constitute a separate tax
parcel for real estate taxes.

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.

CHICAGO TITLE INSURANCE COMPANY

SPECIMEN

BY: CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

Endorsement 18-06 (Single Tax Parcel)
ENDORSEMENT NO. 6
Attached to Policy No. 7230710-210997052
Issued by

CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. The failure of the Land to be contiguous to the appurtenant easement described on Schedule A, along various boundary line(s); or

2. The presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

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.

CHICAGO TITLE INSURANCE COMPANY

BY:

CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

Endorsement Form 19.1-06 (Contiguity-Single Parcel- Modified)
ENDORSEMENT NO. 7
Attached to Policy No. 7230710-210997052
Issued by

CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States District Court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

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.

CHICAGO TITLE INSURANCE COMPANY

BY:

CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

ALTA 8.2.06 Commercial Environmental Lien
LOAN POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida company, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
      (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
      (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage:
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
(e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
(f) a document properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law;
(g) a defective judicial or administrative proceeding.

10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
   (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      (i) contracted for or commenced on or before Date of Policy; or
      (ii) contracted for, commenced or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
   (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. 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 assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title:
   (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer a constituted fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

SPecimen

By:
Authorized Officer or Agent
S. Marcus Calloway, Esquire
Calloway Title and Escrow, LLC
4170 Ashford Dunwoody Rd Ne Ste 525
Atlanta, GA 30319-1400
Tel:770-698-7960
Fax:770-698-7960

CHICAGO TITLE INSURANCE COMPANY

By:

President

Attest:

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys’ fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

Form Code: 7230710  Form Description: 7230710 ALTA Loan Policy 06/17/06 w-GA Mod_307
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### SCHEDULE A

<table>
<thead>
<tr>
<th>POLICY NO.</th>
<th>DATE OF POLICY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7230710-210997052</td>
<td>Date and filing time of the leasehold deed to secure debt to be insured</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMOUNT OF INSURANCE:</th>
<th>FNTG NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000.00</td>
<td>421700211SS</td>
</tr>
</tbody>
</table>

1. Name of Insured.

Regions Bank, its successors and/or assigns as their interests may appear

2. The Title to the Leasehold Estate in said land is at the date hereof vested in:

Allatoona Landing Marina, LLC, a Delaware limited liability company

3. The mortgage and assignments, if any, covered by this policy are described as follows:

LEASEHOLD DEED TO SECURE DEBT from Allatoona Landing Marina, LLC, a Delaware limited liability company to Regions Bank, dated March ___, 2017, filed for record March ___, 2017 at ___:___ ___.m., recorded in Deed Book _____, Page ____., Records of Bartow County, Georgia.

TO SECURE: $6,500,000.00

4. The land referred to in this Policy is located in the County of Bartow, State of Georgia, and described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lots 943, 944, 1001, 1002, 1003, 1015, 1016, 1073 and 1074 of the 21st District, 2nd Section of Bartow County, Georgia, being more particularly described on Exhibit “A” attached hereto and by this reference incorporated herein.

TOGETHER WITH certain water surface areas of Lake Allatoona as provided in the Department of Army Lease of United States Property for Commercial Concession Purposes Allatoona Lake, Georgia No. DACWOI-99-0139, between The Secretary of the Army and PS Marinas III, a California limited partnership (the “Lease”) which includes the rights to use the water surface area of Lake Allatoona which are occupied by/or are within 100 feet of water-based facilities authorized under the terms and conditions of the Lease or within 100 feet of approved swimming areas.
This is a Pro Forma Policy. It does not reflect the present state of the Title and is not a Commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such Commitment must be an express written undertaking on appropriate forms of the Company.
Part I

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

1. All taxes for the year 2017 which are liens, and subsequent years, not yet due and payable.

2. Any and all unpaid water bills associated with subject property.

   NOTE: The above item may be removed or modified upon further examination.

3. No insurance is afforded as to the exact amount of acreage contained in the property described herein.

4. Riparian rights incident to the premises.

5. Captioned property is described as being bounded by a lake. This Policy does not insure the right to have the waters of said lake maintained at any specific level nor does it insure any rights in said lake as being incident to the ownership of captioned property.


7. This policy of title insurance does not insure against any loss or damage resulting from the flooding and/or erosion caused by Lake Allatoona.

8. Easement for Right of Way from The Secretary of the Army to The State of Georgia, dated July 11, 1951, recorded October 23, 1951, recorded in Deed Book 96, Page 447, Records of Bartow County, Georgia.

9. Terms, conditions and obligations as contained in that certain Allatoona Landing Marina Cabin Site Lease Agreement by and between PS Marinas 3, a California limited partnership, d/b/a/ Allatoona Landing Marina (“Lessor”) and Robert Sorrentino (“Lessee”), dated as of May 1, 2003, filed for record November 16, 2004 at 10:54 a.m., recorded in Deed Book 1860, Page 483, aforesaid Records.


   NOTE: The above Easement was improperly executed, same was filed without a corporate seal or an attesting signature.
11. Terms, conditions and obligations as contained in that certain Department of the Army Lease for Commercial Concession Purposes, Allatoona Landing Marina, Allatoona Lake, Bartow County, Georgia as evidenced by that certain Memorandum of Lease by and between Secretary of the Army of the United States of America (“Lessor”) and PS Marinas 3, a California limited partnership (“Lessee”), dated as of August 24, 2005, filed for record August 25, 2005 at 3:31 p.m., recorded in Deed Book 1962, Page 834, aforesaid Records; as assigned by that certain Memorandum of Assignment of Lease by and between PS Marinas 3, a California limited partnership and Allatoona Landing Marina, LLC, a Delaware limited liability company, dated as of August 24, 2005, filed for record August 25, 2005 at 3:31 p.m., recorded in Deed Book 1962, Page 840, aforesaid Records.

12. Grant of Easement by and between Allatoona Landing Marina, LLC and Comcast Cable Communications, LLC, dated February 26, 2016, filed for record May 2, 2016 at 2:32 p.m., recorded in Deed Book 2831, Page 398, aforesaid Records.

13. Those matters as disclosed by that certain survey entitled “P S Marinas 3, State Bank & Trust Company, Chicago Title Insurance Co.”, prepared by Construction Engineering, Associates, bearing the seal and certification of Milton Robert Lemon, Georgia Registered Land Surveyor No. 1439, dated May 5, 1988, last revised March 23, 2012, as follows:

(a) Water lines crossing the northwesterly, northerly and southeasterly boundary lines of subject property;

(b) Boat dock accessways crossing the northwesterly, northerly, northeasterly, southeasterly and southerly boundary lines of subject property;

(c) Asphalt drive crossing easterly boundary line of subject property; and

(d) Sand beach with wall and fence crossing the easterly boundary line of subject property.

Part II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest.

None.
EXHIBIT "A"

All that tract or parcel of land lying in Lot 903, Section 1001, 1002, 1003, 1012, 1013, 1014, 1015, 1016, 1017 and 1018, Section 2, Township 4 South, Range 6 East, Barnwell County, South Carolina, and more particularly described as follows:

Beginning at an aluminum monument stamped "25/34", which is on the South Line and 755.8 S 89° 04' E of the Southwest corner of said Lot 903, at the corner of a tract of land owned by the United States, at Allatoona Lake and at place coordinate position North 1,493.307, East 335.745, 26 feet, based on Transverse Mercator Projection, Georgia Rest Zone; 3

Then N 01° 31' 01" E (N 01° 31' 01" E, Grid) along the boundary of said United States tract a distance of 666.1 feet, more or less, to an aluminum monument stamped "25/11";

Then N 89° 05' 37" W (N 89° 05' 37" W, Grid) along the boundary of said United States tract a distance of 445.0 feet, more or less, to an iron pin on the Eastern right-of-way line of the relocated Louisville and Nashville Railroad;

Then along the Eastern right-of-way line of said relocated railroad the following bearings and distances;

N 14° 25' 16" E 165.3 feet;

Northeast along a curve to the left with a radius of 2,790.8 feet, an arc distance of 190.0 feet, the chord of which bears N 20° 30' 54" W 603.6 feet;

Due West 48.0 feet;

N 02° 29' 59" W 64.1 feet;

Northeast along a curve to the left with a radius of 2,790.8 feet, an arc distance of 190.0 feet, the chord of which bears N 30° 45' 36" W 190.0 feet;

N 57° 18' 22" W 65.0 feet;

N 11° 29' 46" W 149.4 feet;

N 11° 28' 25" W 131.3 feet;

N 06° 12' 44" W 150.4 feet;

N 09° 07' 53" W 239.6 feet;

Then N 45° 59' 37" E 112.6 feet, more or less, to a point on the contour at elevation 1,040.0 feet, based on National Geodetic Vertical Datum;

Then exactly and southerly along the boundary of said 1,040.0 foot contour a distance of 7,408 feet, more or less, to an iron pin on the Eastern right-of-way line of said relocated railroad;

Then along the Eastern right-of-way line of said relocated railroad the following bearings and distances;

N 29° 33' 16" W 271.1 feet;

Northeast along a curve to the right with a radius of 3,637.8 feet, an arc distance of 942.4 feet, the chord of which bears N 31° 50' 34" W 239.8 feet;

Then N 14° 25' 16" W 47.4 feet, more or less, to a point on the boundary of said United States tract;

Then S 89° 49' 09" E (S 89° 49' 09" E, Grid) along the boundary of said United States tract a distance of 214.8 feet, more or less, to the point of beginning.

The bearings and distances in the above description are based on a plat entitled 'Allatoona Landing Marina', dated May 5, 1980, revised July 22, 1980 and August 2, 1980 and prepared by Construction Engineers, Associated. All bearings shown in parentheses are based on Grid North and are on Ellen in the Mobile District Office, U.S. Army Corps of Engineers.

Containing 99.1 acres, more or less, and being a part of Tracts C-224, C-225, C-241 and C-288 of the Allatoona Lake Project.
### CONDITIONS

1. **DEFINITION OF TERMS**

   The following terms when used in this policy mean:

   (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

   (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

   (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

   (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and that obligation is the payment of a debt, the Indebtedness is the sum of:

   (i) the amount of the principal disbursed as of Date of Policy;

   (ii) the amount of the principal disbursed subsequent to Date of Policy;

   (iii) the 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 or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;

   (iv) interest on the loan;

   (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;

   (vi) the expenses of foreclosure and any other costs of enforcement;

   (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;

   (viii) the amounts to pay taxes and insurance; and

   (ix) the reasonable amounts expended to prevent deterioration of improvements;

   (e) "Insured": The Insured named in Schedule A.

   (f) "Insured Mortgage": The Mortgage described in paragraph 4.

   (g) "Insured Claimant": An Insured claiming loss or damage.

   (h) "Insured Claimant of Successor": A lender or other insurer or guarantor or assignee of or successor to the Insured Claimant.

   (i) "Insured Claimant of Successor or Affiliate": A lender or other insurer or guarantor or assignee of or successor to the Insured Claimant of Successor.

   (j) "Insured Claimant of Successor or Affiliate of Successor": A lender or other insurer or guarantor or assignee of or successor to the Insured Claimant of Successor or Affiliate.

   (k) "Insured Claimant of Successor or Affiliate of Successor or Affiliate": A lender or other insurer or guarantor or assignee of or successor to the Insured Claimant of Successor or Affiliate of Successor.

   (l) "Insurer": The Company under this policy.

   (m) "Mortgage": The Mortgage described in paragraph 4.

   (n) "Mortgage Company": The holder of the Mortgage.

   (o) "Mortgage Company of Successor": A Person holding the Mortgage as a successor in interest to a predecessor Mortgage Company.

   (p) "Mortgage Company of Successor or Affiliate": An assignee of or successor to the Mortgage Company of Successor.

   (q) "Mortgage Company of Successor or Affiliate or Affiliate": A Person holding the Mortgage as a successor in interest to a predecessor Mortgage Company of Successor or Affiliate.

   (r) "Mortgage Company of Successor or Affiliate or Affiliate or Affiliate": A Person holding the Mortgage as a successor in interest to a predecessor Mortgage Company of Successor or Affiliate or Affiliate.

   (s) "Mortgage Company of Successor or Affiliate or Affiliate or Affiliate or Affiliate": A Person holding the Mortgage as a successor in interest to a predecessor Mortgage Company of Successor or Affiliate or Affiliate or Affiliate.

   (t) "Mortgagee": The party to whom the Mortgage is owed.

   (u) "Mortgagor": The party granting the Mortgage.

   (v) "Note": That instrument evidencing the Indebtedness.

   (w) "Patent Right": A patent right.

   (x) "Person": A natural person, corporation, partnership, trust, or limited liability company, or any other similar legal entity.

   (y) "Policy": This policy of insurance.

   (z) "Public Records": Public records of the state where the Land is situated.

   (aa) "Real Estate Transaction": A real estate transaction.

   (bb) "Regulatory Authority": A governmental entity or an organization having the authority to regulate in the public interest.

   (cc) "Rescission": The return of the Mortgage to the Mortgagor.

   (dd) "Sale": The transfer of real property.

   (ee) "Transfer": The transfer of an interest in the Land.

   (ff) "Title": The land or interest in the Land.
4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "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 Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured has liability by reason of warranties in any transfer or conveyance of the Title. 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 obligation 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 Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or lien of the Insured, or (iii) if the Company, the Insured Claimant shall grant its permission, in writing, to any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured furnish a signed proof of loss. The proof of loss must describe the defect, lien, or encumbrance, or any other matter as insured against by this policy, and constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, 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 covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object to reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to assert or to secure the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the rights to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company’s expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company’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.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall be held in confidence and shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

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

Form Code: 7230710  Form Description: 7230710 ALTA Loan Policy 06/17/06 w-GA Mod_307
Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
(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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

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

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With an 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. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company 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 that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company 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, adverse to the Title or to the lien of the Insured Mortgage, as insured.

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

10. 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 Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company 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 and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or lien of the Insured Mortgage insured against by this policy, the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.
shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company’s Rights Against Noninsured Obligors
The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) 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.

13. THIS PARAGRAPH INTENTIONALLY DELETED.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

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

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.