

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty Company, a Texas 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 six 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.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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


Countersigned:



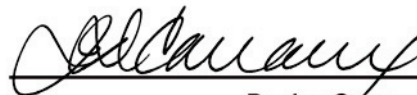
Authorized Counter signature
S. Marcus Calloway, Attorney At Law
Calloway Title & Estrow, LLC
Company Name

Atlanta, GA
City, State

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

File No.: _____

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AMERICAN
LAND TITLE
ASSOCIATION



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. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

ALTA COMMITMENT FOR TITLE INSURANCE-3/15/17-et-STEWART TITLE GUARANTY COMPANY

SCHEDULE A

COMMITMENT NO. 2-35080	EFFECTIVE DATE OF COMMITMENT: February 27, 2017 at 5:00 p.m.
YOUR NO. 8412.040	

PREPARED FOR: Gloria S. Beauchene, Esquire
BEAUCHENE LAW OFFICES

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

- | | |
|--|----------------|
| 1. POLICY OR POLICIES TO BE ISSUED: | AMOUNT |
| * ALTA OWNERS POLICY – (2006)
PROPOSED INSURED: | \$6,500,000.00 |

Center Holdings, LLC, a South Carolina limited liability company

- 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:

Caliber Capital Cumming, LLC, a Georgia limited liability company by virtue of that certain Limited Warranty Deed recorded in Deed Book [7613, Page 207](#), Records of Forsyth County, Georgia; and that certain QuitClaim Deed recorded in Deed Book [7613, Page 212](#), aforesaid Records.
- The land referred to in this Commitment is located in the County of Forsyth, State of Georgia, and described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lot 224 of the 2nd District, 1st Section of Forsyth County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

TOGETHER WITH those certain non-exclusive, perpetual easements for pedestrian and vehicular ingress and egress over and across the driveways and pavement, for surface drainage, encroachments and utilities as set forth in that certain Declaration of Easements and Restrictive Covenants by JDN Development Company, Inc., a Delaware corporation, dated as of September 25, 1996, filed for record October 1, 1996 at 11:35 a.m., recorded in Deed Book [1028, Page 411](#), Records of Forsyth County, Georgia; as amended by that certain First Amendment to Declaration of Easements and Restrictive Covenants by and between JDN Development Company, Inc., a Delaware corporation, JDN Realty Corporation, a Maryland corporation and Home Depot U.S.A., Inc., a Delaware corporation, dated as of May 14, 1997, filed for record May 15, 1997 at 9:30 a.m., recorded in Deed Book [1115, Page 569](#), aforesaid Records; as affected by that certain Consent and Agreement Under Declaration of Easements and Restrictive Covenants by and between JDN Realty Corporation, a Maryland corporation and JDN Development Company, Inc., a Delaware corporation, dated June 25, 1997, filed for record July 2, 1997 at 8:35 a.m., recorded in Deed Book [1134, Page 189](#), aforesaid Records; as further affected by that certain Consent and Agreement Under Declaration of Easements and Restrictive Covenants by and between JDN Realty Corporation, a Maryland corporation and JDN Development Company, Inc., a Delaware corporation, dated August 14, 1997, filed for record August 15, 1997 at 11:10 a.m., recorded in Deed Book [1154, Page 259](#), aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Easement Agreement by and between JDN Development Company, Inc., a Delaware corporation, JDN Realty Corporation, a Maryland corporation and Daniel B. Cowart, dated August 21, 1996, filed for record August 26, 1996 at 11:45 a.m., recorded in Deed Book [1014, Page 631](#), aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Easement Agreement and Development Agreement by and between JDN Development Company, Inc., a Delaware corporation, JDN Realty Corporation, a Maryland corporation and Dan Cowart, Inc., a Georgia corporation, dated August 21, 1996, filed for record August 26, 1996 at 11:45 a.m., recorded in Deed Book [1014, Page 667](#), aforesaid Records.

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:

LIMITED WARRANTY DEED from Caliber Capital Cumming, LLC, a Georgia limited liability company to Center Holdings, LLC, a South Carolina limited liability company conveying title to subject property.

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.

2. Payment to or for the grantor of the full consideration for the estate or interest to be insured.

3. Payment, Cancellation and Satisfaction of record of the following:

- (a) Deed to Secure Debt and Security Agreement from Caliber Capital Cumming, LLC, a Georgia limited liability company to USAmeribank, a Florida banking corporation, dated effective as of December 18, 2015, filed for record December 23, 2015 at 3:36 p.m., recorded in Deed Book [7613, Page 214](#), Records of Forsyth County, Georgia; securing an indebtedness of \$3,587,500.00, maturing June 18, 2017.

- (b) Assignment of Rents and Leases from Caliber Capital Cumming, LLC, a Georgia limited liability company to USAmeribank, a Florida banking corporation, dated December 18, 2015, filed for record December 23, 2015 at 3:36 p.m., recorded in Deed Book [7613, Page 242](#), aforesaid Records.

- (c) Materialman's and Mechanic's Claim of Lien – Atlanta Electrical Distributors, LLC vs. Caliber Capital Cumming, LLC and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, dated September 30, 2016, filed for record October 3, 2016 at 4:33 p.m., recorded in Lien Book [368, Page 325](#), Records of Forsyth County, Georgia, in the amount of \$62,826.00, plus penalty and interest, if any; with that certain Notice of Filing of Action for Claim on Mechanics' and Materialmen's Liens styled Atlanta Electrical Distributors, LLC vs. Mr. Dee's Electric, LLC and Dekerri Lunsford, Individually, being Civil Action Number 16C07447-6, dated December 29, 2016, filed for record December 30, 2016 at 4:11 p.m., recorded in Lien Book [370, Page 652](#), Records of Gwinnett County, Georgia; as amended by that

certain Amended Materialman's and Mechanic's Claim of Lien – Atlanta Electrical Distributors, LLC vs. Caliber Capital Cumming, LLC and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, dated February 9, 2017, filed for record February 13, 2017 at 11:15 a.m., recorded in Lien Book [372, Page 189](#), Records of Forsyth County, Georgia.

- (d) Materialman's and Mechanic's Claim of Lien – Mr. Dee's Electric Service, LLC vs. Caliber Capital Cumming, LLC, dated October 6, 2016, filed for record October 12, 2016 at 4:11 p.m., recorded in Lien Book [368, Page 521](#), aforesaid Records, in the amount of \$27,931.43, plus penalty and interest, if any.

4. Termination of record of the following:

- (a) U.C.C. Financing Statement showing Caliber Capital Cumming, LLC as Debtor and USAmeribank as Secured Party, filed for record December 23, 2015 at 3:36 p.m., recorded in Deed Book [7613, Page 251](#), aforesaid Records.
- (b) U.C.C. 1 Financing Statement No. [58-2015-002127](#) showing Caliber Capital Cumming, LLC as Debtor and USAmeribank as Secured Party, entered of record December 23, 2015 at 3:40 p.m., aforesaid Records.

5. 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.

6. 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.

7. The Company must be furnished a current accurate survey and surveyor's inspection report on the subject property. Upon receipt of same, Items 2(b) and 2(c) of Part II below will be deleted or amended in accordance with the facts shown thereby.

8. 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.

9. 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.
10. Satisfactory proof to the Company in affidavit form that there are no rights, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
11. Satisfactory proof in affidavit form from both the Seller and from the Buyer (or Borrower if there is no sale involved) i.) that no Broker's services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the subject commercial real estate and ii.) that no notice(s) of lien for any such services has been received. In the event that said affidavit(s) contain any qualification with respect to any such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified Broker(s) must be obtained.

NOTE: Where the possibility of a right to file a Broker's Lien(s) is determined and no lien waiver(s) nor Estoppel Letter(s) is furnished to the Company, an exception as follows will be taken in the final policy:

"Any Broker's lien, or right to a Broker's lien, imposed by law."

FOR YOUR INFORMATION:

State and County [taxes](#) for the year 2016 were paid on September 26, 2016 in the amount of \$11,494.49, under Map Reference No. 173-298, on 1.25 acres.

There were no back taxes due.

NOTE: The property lies within the City of Cumming; however, the City does not assess nor collect taxes.

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) All taxes for the year 2017 and subsequent years.
- (b) Any and all unpaid water bills associated with subject property.

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

- (c) No insurance is afforded as to the exact amount of acreage contained in the property described herein.
- (d) Riparian rights incident to the premises.
- (e) Rights of tenants in possession under unrecorded leases.
- (f) Any security interest created at closing.
- (g) Easement Agreement by and between JDN Development Company, Inc., a Delaware corporation, JDN Realty Corporation, a Maryland corporation and Daniel B. Cowart, dated August 21, 1996, filed for record August 26, 1996 at 11:45 a.m., recorded in Deed Book [1014, Page 631](#), Records of Forsyth County, Georgia.

- (h) Easement Agreement and Development Agreement by and between JDN Development Company, Inc., a Delaware corporation, JDN Realty Corporation, a Maryland corporation and Dan Cowart, Inc., a Georgia corporation, dated August 21, 1996, filed for record August 26, 1996 at 11:45 a.m., recorded in Deed Book [1014, Page 667](#), aforesaid Records.
- (i) Declaration of Easements and Restrictive Covenants by JDN Development Company, Inc., a Delaware corporation, dated as of September 25, 1996, filed for record October 1, 1996 at 11:35 a.m., recorded in Deed Book [1028, Page 411](#), aforesaid Records; as amended by that certain First Amendment to Declaration of Easements and Restrictive Covenants by and between JDN Development Company, Inc., a Delaware corporation, JDN Realty Corporation, a Maryland corporation and Home Depot U.S.A., Inc., a Delaware corporation, dated as of May 14, 1997, filed for record May 15, 1997 at 9:30 a.m., recorded in Deed Book [1115, Page 569](#), aforesaid Records; as affected by that certain Consent and Agreement Under Declaration of Easements and Restrictive Covenants by and between JDN Realty Corporation, a Maryland corporation and JDN Development Company, Inc., a Delaware corporation, dated June 25, 1997, filed for record July 2, 1997 at 8:35 a.m., recorded in Deed Book [1134, Page 189](#), aforesaid Records; as further affected by that certain Consent and Agreement Under Declaration of Easements and Restrictive Covenants by and between JDN Realty Corporation, a Maryland corporation and JDN Development Company, Inc., a Delaware corporation, dated August 14, 1997, filed for record August 15, 1997 at 11:10 a.m., recorded in Deed Book [1154, Page 259](#), aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
- (j) Lease as evidenced by that certain Memorandum of Lease by and between Caliber Capital Cumming, LLC ("Landlord") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Tenant"), dated as of January 7, 2016, filed for record January 21, 2016 at 1:33 p.m., recorded in Deed Book [7636, Page 295](#), aforesaid Records.
- (k) Right of Way Easement from Caliber Capital Cumming, LLC to Sawnee Electric Membership Corporation, dated as of April 4, 2016, filed for record June 13, 2016 at 2:39 p.m., recorded in Deed Book [7792, Page 356](#), aforesaid Records.

- (l) Those matters as disclosed by that certain survey entitled "ALTA/ACSM Land Title Survey of: 914 Market Place Boulevard Prepared For: Caliber Capital Cumming, LLC., USAmeriBank, Stewart Title Guaranty Company, Hill, Ward & Hendersen, P.A.", prepared by Lowery & Associates Land Surveying, LLC, bearing the seal and certification of Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated December 8, 2015, being designated as Job No. 151076, as follows:
- (1) Gas line crossing the northeasterly and northwesterly boundary lines of subject property;
 - (2) Telephone line crossing the northeasterly and northwesterly boundary lines of subject property;
 - (3) Curbing, asphalt and accessways crossing the southeasterly, southwesterly and southerly boundary lines of subject property; and
 - (4) Thirty (30") inch corrugated metal pipe crossing the southeasterly boundary line of subject property.

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING LOCATED IN LAND LOT 224 OF THE 2ND DISTRICT, 1ST SECTION, FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FOUND AT THE MITERED INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF BUFORD HIGHWAY AND THE SOUTHEASTERLY RIGHT OF WAY OF MARKET PLACE BOULEVARD; THENCE LEAVING SAID RIGHT OF WAY OF BUFORD HIGHWAY AND CONTINUING ALONG SAID MITERED INTERSECTION NORTH 00 DEGREES 57 MINUTES 49 SECONDS WEST A DISTANCE OF 49.50 FEET POINT; THENCE LEAVING SAID MITERED INTERSECTION AND CONTINUING ALONG SAID RIGHT OF WAY OF MARKET PLACE BOULEVARD THE FOLLOWING COURSES AND DISTANCES: NORTH 44 DEGREES 02 MINUTES 11 SECONDS EAST A DISTANCE OF 194.65 FEET POINT; NORTH 44 DEGREES 02 MINUTES 11 SECONDS EAST A DISTANCE OF 50.00 FEET POINT; NORTH 33 DEGREES 49 MINUTES 56 SECONDS EAST A DISTANCE OF 45.16 FEET TO A POINT; THENCE NORTH 44 DEGREES 02 MINUTES 11 SECONDS EAST A DISTANCE OF 155.56 FEET TO A 5/8 INCH CAPPED REBAR SET, SAID CAPPED REBAR BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT OF WAY OF MARKETPLACE BOULEVARD NORTH 44 DEGREES 02 MINUTES 11 SECONDS EAST A DISTANCE OF 206.01 FEET TO A 5/8 INCH REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY OF MARKET PLACE BOULEVARD SOUTH 45 DEGREES 57 MINUTES 49 SECONDS EAST A DISTANCE OF 265.00 FEET TO A 5/8 INCH CAPPED REBAR SET; THENCE SOUTH 44 DEGREES 02 MINUTES 11 SECONDS WEST A DISTANCE OF 206.01 FEET TO A 5/8 INCH CAPPED REBAR SET; THENCE NORTH 45 DEGREES 57 MINUTES 49 SECONDS WEST A DISTANCE OF 265.00 FEET TO A 5/8 INCH CAPPED REBAR SET ON SAID SOUTHEASTERLY RIGHT OF WAY OF MARKET PLACE BOULEVARD, SAID CAPPED REBAR BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1.253 ACRES (54,593 SQUARE FEET) AS SHOWN ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED FOR CALIBER CAPITAL CUMMING, LLC, USAMERIBANK, STEWART TITLE GUARANTY COMPANY, AND HILL, WARD & HENDERSON, P.A., BY LOWERY & ASSOCIATES LAND SURVEYING, LLC, UNDER THE SEAL AND CERTIFICATION OF MITCH LOWERY, G.R.L.S. NO. 3109, AND DATED DECEMBER 8, 2015.