

ALTA COMMITMENT FOR TITLE INSURANCE-2/4/16-dc-FICTITIOUS TITLE INSURANCE COMPANY

SCHEDULE A

COMMITMENT NO. 2-678910	EFFECTIVE DATE OF COMMITMENT: April 21, 2015 at 5:00 p.m.
YOUR NO. 1234.5	

PREPARED FOR: Herbert Pumpnickle
QUIBBLE, KARP, AND NITPICK

INQUIRIES SHOULD BE DIRECTED TO: TOP AGENT,LLC
23 HAPPY STREET
ATLANTA, GEORGIA 30319
(678) 555-1430

- | 1. POLICY OR POLICIES TO BE ISSUED: | AMOUNT |
|---|----------|
| * ALTA OWNERS POLICY – (2006)
PROPOSED INSURED:

Anybody Property Owners, LLC, A Georgia limited liability company | \$100.00 |
- 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:

Awesome, Inc., A Georgia corporation
 - The land referred to in this Commitment is located in the County of Fake, State of Georgia, and described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lot 163 of the 2nd District, 6th Section of Fake County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

TOGETHER WITH those easement rights arising under that certain Easement Agreement by and between Ram-Glenwood, LLC, a Georgia limited liability company and Dalton, Corp., a Georgia corporation, dated as of March 23, 1999, filed for record March 24, 1999 at 9:15 a.m., recorded in Deed Book 3113, Page 233, Records of Whitfield County, Georgia; as amended by that certain Amendment to Easement Agreement by and between Ram-Glenwood, LLC, a Georgia limited liability company and Dalton, Corp., a Georgia corporation, dated as of April 5, 1999, filed for record May 11, 1999 at 1:30 p.m., recorded in Deed Book 3134, Page 245, aforesaid Records; as further amended by that certain Amendment to Easement Agreement by and between Ram-Glenwood, LLC, a Georgia limited liability company and Dalton, Corp., a Georgia corporation, dated as of February 4, 2000, filed for record March 15, 2000 at 3:50 p.m., recorded in Deed Book 3257, Page 34, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Easement Agreement by and between Ram-Glenwood, LLC, a Georgia limited liability company and CSG Leasing Corporation, a Tennessee corporation, dated as of April 9, 1999, filed for record April 9, 1999 at 4:45 p.m., recorded in Deed Book 3121, Page 253, aforesaid Records.

TOP AGENT, LLC

Tom Tops

AUTHORIZED SIGNATORY

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 Anybody Property Owners, LLC, A Georgia limited liability company Awesome, Inc., A Georgia corporation conveying title to subject property.

This instrument must be executed pursuant to proper limited liability 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. Confirmation of the entity name of the purchaser with regard to the transaction contemplated at Item 1 above.

NOTE: Upon compliance with the above requirement, a record search will be conducted in the appropriate jurisdiction which may disclose subsequent liens, judgments, and other like matters which will be added to this commitment.

4. 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.

5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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, County and City of Webb taxes for the year 2014 were paid on December 10, 2014 in the amount of \$27,391.40, under Bill No. 2014-235069, Map Reference No. 12-163-21-004, on 1.68 acres.

There were no back taxes due.

NOTE: The current configuration of subject property does not match the configuration of its associated tax parcel.

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 2015 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.

Easement Agreement by and between Ram-Glenwood, LLC, a Georgia limited liability company and Dalton, Corp., a Georgia corporation, dated as of March 23, 1999, filed for record March 24, 1999 at 9:15 a.m., recorded in Deed Book 3113, Page 233, Records of Whitfield County, Georgia; as amended by that certain Amendment to Easement Agreement by and between Ram-Glenwood, LLC, a Georgia limited liability company and Dalton, Corp., a Georgia corporation, dated as of April 5, 1999, filed for record May 11, 1999 at 1:30 p.m., recorded in Deed Book 3134, Page 245, aforesaid

Records; as further amended by that certain Amendment to Easement Agreement by and between Ram-Glenwood, LLC, a Georgia limited liability company and Dalton, Corp., a Georgia corporation, dated as of February 4, 2000, filed for record March 15, 2000 at 3:50 p.m., recorded in Deed Book 3257, Page 34, aforesaid Records.

- (g) Easement Agreement by and between Ram-Glenwood, LLC, a Georgia limited liability company and CSG Leasing Corporation, a Tennessee corporation, dated as of April 9, 1999, filed for record April 9, 1999 at 4:45 p.m., recorded in Deed Book 3121, Page 253, aforesaid Records.
- (h) Construction Easement containing limitation of access rights from Anybody Property Owners, LLC, A Georgia limited liability company to Department of Transportation, dated January 19, 2012, filed for record January 25, 2012 at 4:32 p.m., recorded in Deed Book 5687, Page 258, aforesaid Records.
- (i) All those matters as disclosed by that certain plat recorded in Plat Cabinet C, Slide 1545, aforesaid Records.
- (j) All matters as shown on Plat of survey of subject property prepared for Ram-Glenwood, LLC by Marcus Eugene Cook, a Georgia Registered Land Surveyor No. 1935, dated January 4, 2000.

Exhibit A

RECORD LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 163 of the 2nd District and 6th Section of Fake County, GA; being situated within the city limits of Webb, Georgia and being more fully described as follows:

BEGINNING at a concrete right of way monument at the intersection of the southern right of way of North Webb Bypass (also being Georgia Highway 1, U.S. Highway 2, and U.S. Highway 3) and the eastern right of way of Chestnut Street (also being Georgia Highway 101) and thence along the southern right of way of said North Webb Bypass an arc to the right having a length of 368.02 feet and a radius of 1332.39 feet (being subtended by a chord bearing of North 71 degrees 43 minutes 17 seconds East 366.85 feet) to a 3/8" rebar found at the intersection of the southern right of way of said North Webb Bypass and the western right of way of North Gate Drive (a City of Webb public street), thence along the western right of way of North Gate Drive South 00 degrees 40 minutes 05 seconds West 151.56 feet to a 3/8" rebar found; thence leaving said right of way North 89 degrees 38 minutes 46 seconds West 66.09 feet to a 5/8" rebar set; thence South 00 degrees 59 minutes 08 seconds East 110.00 feet to a 1/2" rebar found; thence North 72 degrees 38 minutes 48 seconds West 149.74 feet to a nail set in asphalt; thence South 00 degrees 57 minutes 04 seconds East 57.50 feet to an unmonumented point within a dumpster pad, passing a 5/8" rebar set at a distance of 2.65 feet from the terminus of said course; thence North 89 degrees 08 minutes 55 seconds West 130.72 feet to a 3/8" rebar found on the eastern right of way of Chestnut Street, passing a nail set in asphalt at a distance of 26.98 feet from the origin of said course; thence North 00 degrees 50 minutes 42 seconds West 198.10 feet along the eastern right of way of said Chestnut Street to a concrete right of way monument at the POINT OF BEGINNING.