

STEWART TITLE GUARANTY COMPANY  
COMMITMENT FOR TITLE INSURANCE

Client File No.: 17000032631  
Property: 4334 Fulton Industrial Boulevard

Commitment No.: H082.015  
Issued: July 25, 2017

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SCHEDULE A

Date Effective: June 25, 2017

Policy or policies to be issued:

- (a)  ALTA Owner's Policy – Form 6-17-06 Amount: **\$TO BE DETERMINED**  
Proposed Insured: **TO BE DETERMINED**
- (b)  ALTA Loan Policy – Form 6-17-06 Amount: **\$TO BE DETERMINED**  
Proposed Insured: **TO BE DETERMINED**

1. The estate or interest in the land described or referred to in this Commitment and covered herein is an estate or interest designated as follows:

**FEE SIMPLE AND EASEMENT**

2. Title to the fee simple estate or interest in the land described or referred to in this Commitment, at the effective date is vested in **GOLDEN ARCH LIMITED PARTNERSHIP, a Delaware limited partnership** by virtue of the following:

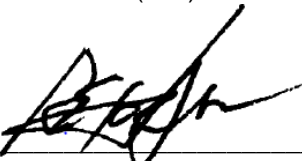
- (A) Warranty Deed from Innkash, Inc., a Georgia corporation, dated as of August 17, 1995, filed August 18, 1995 and recorded in [Deed Book 19937, Page 348](#), records of the Superior Court of Fulton County, Georgia.

3. The land referred to in this Commitment is in the State of Georgia, County of Fulton and described as follows:

**All that tract or parcel of land lying and being in Land Lot 52 of the 14<sup>th</sup> District FF of Fulton County, Georgia and being more particularly described in Exhibit "A" attached hereto and being incorporated herein by reference.**

**THE LAW OFFICES OF HODGES AND BROADAWAY**

300 Parkbrooke Place, Suite 150, Woodstock, GA 30189  
(Tel) 678-445-4926 (Fax) 678-445-4929

By:   
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory

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**SCHEDULE B, PART I  
Requirements**

**The following requirements must be met:**

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premium, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the interest to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records:

- (A) Execution, delivery and recording of a Limited Warranty Deed from Golden Arch Limited Partnership, a Delaware limited partnership to **TO BE DETERMINED**, conveying the property described in Schedule A herein.

**NOTE:** Said Warranty Deed must be executed pursuant to the limited partnership agreement of Golden Arch Limited Partnership. Proof must be submitted to the Company that the individuals or entities executing the Warranty Deed on behalf of the limited partnership have the power and authority to do so, and that the limited partnership agreement remains in full force and effect and has not been amended or modified, except where specifically noted.

- (B) Execution, delivery and recording of a Deed to Secure Debt from **TO BE DETERMINED** to **TO BE DETERMINED**, securing the property described in Schedule A herein with a note in the original principal amount of \$**TO BE DETERMINED**.

**NOTE:** Said Deed to Secure Debt must be executed pursuant to proper authority, proof of which must be submitted to the Company.

5. Payment, satisfaction, cancellation, termination or release of subject property from encumbrances created by the following instruments:

- (A) Right of First Refusal contained in that certain Warranty Deed from Innkash, Inc. to Golden Arch Limited Partnership, a Delaware limited partnership, dated August 17, 1995, filed August 18, 1995 and recorded in [Deed Book 19937, 348](#), aforesaid records.

6. State and county real property taxes:

Tax Year: 2016  
Name: Golden Arch Limited Partnership  
Map Reference No.: [14F-0052-LL-113-4](#)  
(4334 Fulton Industrial Boulevard) (0.5011 ac +/-)  
Amount Paid: \$13,935.41  
Date Paid: November 16, 2016

7. Personal Property Taxes in the name of the Fee Owner shown in Schedule A, Item 2: **NONE**

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**SCHEDULE B, PART I  
Requirements (continued)**

8. Proof satisfactory to the Company of payment of gas, water and sewerage service, and/or electricity bills. Seller shall provide copies of water bills, sanitary bills, sewer bills, solid waste bills, gas bills and or electricity bills for the last three billing cycles and evidence of paid receipts. For additional information with regard to water suppliers and lien rights, See O.C.G.A. §36-60-17. As a matter of information only, per O.C.G.A. §36-60-17(f) a public or private supplier of gas, sewerage service, or electricity shall not impose a lien against real property to secure unpaid charges for gas, sewerage service, or electricity unless the owner of such real property is the person who incurred the charges.
9. Disclosure to the Company in writing of the name of anyone not referred to in this Commitment who will get an interest in the land or who will secure any loan with the insured property. The Company reserves the right to make additional requirements and/or exceptions based on the disclosure.
10. Receipt of satisfactory proof in the form of an affidavit acceptable to the Company from the Seller and Purchaser that they have not entered into any written agreement with any commercial real estate broker for the payment of a real estate commission or fee relating to the purchase, sale, management, leasing or other licensed services pertaining to "commercial real estate" as defined in O.C.G.A. §44-14-601[3]. In the event that said affidavit(s) contain any disclosure or 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 received by the Company.
11. 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 instrument(s) required at item (2) above; or in the event such improvements or repairs were made, that they have been completed and all costs incurred in connection therewith, including architect's fees, if any, have been paid.

**NOTE:** As a matter of information only, O.C.G.A. Section 48-7-128 requires a purchaser to withhold 3% of the purchase price or consideration paid if the seller or transferor is a non-resident of the State of Georgia. The purchaser/settlement agent should determine if the seller is a non-resident of Georgia within the meaning of Subsection (a) of O.C.G.A. Section 48-7-128 and if the transaction is subject to the withholding requirement.

**NOTE:** **UCC Financing Statements filed under current owner affecting only personal property are not reflected in this title commitment. Should this information be required, please request a UCC Certification Letter and submit all names to be examined.**

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**SCHEDULE B, PART II  
Exceptions**

**THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.**

**The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A and will include the following Exceptions unless cleared to the satisfaction of the Company:**

**Standard Exceptions (Items 1-4)**

1. Any defect, lien, encumbrance, adverse claim or other matter that appears for the first time in the public records or is created, attaches or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part 1—Requirements are met.
2. Rights or claims of parties in possession not shown by public records.
3. Easements or claims of easements not shown by public records.
4. Any lien or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. All applicable, city, state and county real and personal property taxes for the year 2017 and subsequent years which are liens not yet due and payable.
6. Any additional taxes, interest and/or penalties which may be assessed for current and prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.
7. All assessments, taxes, and special assessments which are now a lien or payable or which may become due and payable, including, but not limited to, water bills, sanitary bills, sewer bills and solid waste bills.
8. All matters as would be disclosed by a current and accurate survey and inspection of the premises, including without limitation, encroachments, easements, measurements, variations in area or content, party walls, or riparian rights. Upon receipt of a survey acceptable to the Company, this item may be replaced with a specific survey reading.
9. This Commitment of Title Insurance affords assurance as to the location of the boundary lines of subject property, but does not insure the engineering calculation and computing for the exact amount of acreage and/or square footage contained therein.
10. Rights of tenants in possession under unrecorded leases and the terms and conditions of any unrecorded leases.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto whether or not listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.

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**SCHEDULE B, PART II  
Exceptions (continued)**

12. Conveyance of access rights contained in that certain Right of Way Deed from Fulton County, Georgia to the State Highway Department of Georgia, dated June 9, 1961, filed July 3, 1961 and recorded in [Deed Book 3736, Page 439](#), records of the Superior Court of Fulton County, Georgia.
13. Conveyance of access rights contained in that certain Right of Way Deed from Fulton County, Georgia to the State Highway Department of Georgia, dated June 9, 1961, filed July 3, 1961 and recorded in [Deed Book 3736, Page 443](#), aforesaid records.
14. Restrictions contained in that certain Deed from Fulton County, Georgia to West Expressway Development Corporation, dated May 16, 1962, filed May 24, 1962 and recorded in [Deed Book 3886, Page 375](#), aforesaid records.
15. Restrictions contained in that certain Warranty Deed from Atlanta Motor Lodges, Inc., a corporation to Cities Service Oil Company, a corporation of Delaware, N.J., dated July 31, 1967, filed August 1, 1967 and recorded in [Deed Book 4770, Page 40](#), aforesaid records; as affected by that certain Corrective Warranty Deed dated August 7, 1967 and recorded in [Deed Book 4773, Page 198](#), aforesaid records.
16. Easements contained in that certain Right of Way Deed from Atlanta Motor Lodges, Inc., a corporation to the State Highway Department of Georgia, dated September 13, 1967, filed November 27, 1967 and recorded in [Deed Book 4824, Page 410](#), aforesaid records.
17. Easement from H & R Development Corporation. To Georgia Power Company, dated July 25, 1973, filed January 14, 1974 and recorded in [Deed Book 5975, Page 320](#), aforesaid records.
18. Restrictive Covenant from Innkash, Inc. to McDonald's Corporation, a Delaware corporation, dated August 17, 1995, filed August 28, 1995 and recorded in [Deed Book 19968, Page 333](#), aforesaid records.
19. Reciprocal Easement Agreement by and between Innkash, Inc. and Golden Arch Limited Partnership, a Delaware limited partnership, dated July 19, 1995, filed September 5, 1995 and recorded in [Deed Book 19978, Page 292](#), aforesaid records; as amended by Amendment to Reciprocal Easement Agreement by and between Innkash, Inc. and Golden Arch Limited Partnership, a Delaware limited partnership, dated July 31, 1995, filed September 5, 1995 and recorded in [Deed Book 19978, Page 301](#), aforesaid records.

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EXHIBIT "A"  
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 52 OF THE 14th DISTRICT FF, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN RIGHT-OF-WAY LINE OF FULTON INDUSTRIAL BOULEVARD WITH THE SOUTHERN RIGHT-OF-WAY LINE OF INTERSTATE NUMBER 20, THENCE NORTH 86°24'25" EAST ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF INTERSTATE NUMBER 20 A DISTANCE OF 113.30 FEET TO A RIGHT-OF-WAY MONUMENT FOUND, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 80°40'39" EAST A DISTANCE OF 31.39 FEET TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 09°19'21" WEST A DISTANCE OF 26.40 FEET TO A P.K. NAIL SET, THENCE NORTH 80°40'39" WEST A DISTANCE OF 28.40 FEET TO A 1/2" REBAR SET, THENCE SOUTH 86°24'25" WEST A DISTANCE OF 30.26 FEET TO A P.K. NAIL SET, THENCE SOUTH 07°55'38" WEST A DISTANCE OF 125.68 FEET TO AN 1/2" REBAR SET, THENCE SOUTH 58°30'38" WEST A DISTANCE OF 43.83 FEET TO A P.K. NAIL SET, THENCE NORTH 61°09'56" WEST A DISTANCE OF 118.76 FEET TO A P.K. NAIL SET, THENCE NORTH 05°50'27" EAST A DISTANCE OF 73.88 FEET TO A 1/2" REBAR SET ON THE SOUTHEASTERN RIGHT-OF-WAY LINE OF FULTON INDUSTRIAL BOULEVARD, THENCE NORTH 61°26'00" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 79.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.5011 ACRE OR 21,828 SQUARE FEET OF LAND.

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**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **STEWART TITLE GUARANTY COMPANY** (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within **SIX (6) months** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I—Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
  - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.



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**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

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