



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

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.

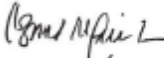

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL 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, Fidelity National Title Insurance Company, a Florida Corporation (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 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Fidelity National Title Insurance Company

By: 
ATTEST  President
Secretary

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27C165B10

ALTA Commitment for Title Insurance 8-1-16 w- GA Mod

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Transaction Identification Data for reference only:

Issuing Agent: Blasingame, Burch, Garrard & Ashley, P.C.

Issuing Office: 440 College Avenue, Suite 320, Athens, GA 30601

ALTA® Universal ID:

Loan ID Number:

Commitment Number: 22541-0054B

Issuing Office File Number: 22541-0054B

Property Address: 1.758-acre tract located at 765 Dacula Road, Dacula, Georgia

Revision Number: 1

SCHEDULE A

1. Commitment Date: October 31, 2021 at 8:00 a.m.
2. Policy to be issued:
 - (a) **2006 ALTA® Owner's Policy w/ GA Modifications**
 Proposed Insured: TOP Capital, LLC
 Proposed Policy Amount: \$ 1,650,000.00
3. The estate or interest in the Land described or referred to in this Commitment is **fee simple**.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
Hebron Baptist Church, Inc., a Georgia non-profit corporation
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: 

 Authorized Signatory

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SCHEDULE B, PART I Requirements

All of 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 premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to-wit:
 - a. Limited warranty deed from Hebron Baptist Church, Inc. to BPD Dacula, LLC conveying the Land;
 - b. Limited warranty deed from BPD Dacula, LLC to TOP Capital, LLC conveying the Land;
 - c. Amendment to that certain Declaration of Restrictions, Covenants and Conditions and Grant of Easements dated June 15, 2021 and recorded in Deed Book 58857, page 718, Gwinnett County, Georgia records, to add the Land to the property encumbered thereby.
5. If any party to the transaction is an artificial person, proof satisfactory to the Company that it is legally formed, in existence and in good standing, that the transaction has been duly authorized and that the persons who will execute the documents have been authorized to do so.
6. Payment of all taxes and assessments assessed against the Land which are due and payable, to-wit:

None due

State and County taxes for the year are now due and payable.

City taxes for the year are now due and payable.

NOTE FOR INFORMATION ONLY:

Gwinnett County tax parcel R5304 001 currently has a tax-exempt status.
7. Payment of all charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Land is located has a lien.

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8. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Standard Exceptions set forth on Schedule B, Part II:
 - a. As to Exception Numbers 3 and 4: Receipt of a current accurate survey and surveyor's inspection report on the Land.
 - b. As to Exception Number 5: Receipt of satisfactory proof in affidavit form establishing who is in possession of Subject Property, and under what right.
 - c. As to Exception Number 6: (i) Satisfactory proof that improvements and/or repairs or alterations to the Land are completed; that contractors, subcontractors, laborers and materialmen are paid in full at the agreed price or (ii) if the loan is a construction loan, satisfactory proof that no work has begun, no materials delivered, no tools or equipment furnished and no services rendered on or with respect to the Land.
 - d. As to Standard Exception Numbers 2 and 7: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of Subject Property as of the date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against Subject Property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.
9. Payment, cancellation and satisfaction of record of:
 - a. N/A
10. The actual value of the estate or interest to be insured must be disclosed to the Company. If approved by the Company, the Proposed Policy Amount(s) will be revised to reflect the actual value to be insured and premiums will be charged consistent therewith. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the disclosure of the actual value to be insured.

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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:

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 I—Requirements are met.
2. All taxes for the year 2022 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
3. 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.
4. Easements or claims of easements, not shown by the public records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. This policy does not insure the exact amount of acreage contained within the Land.
9. Easements set forth in that Right of Way Deed dated April 4, 1970 and recorded in Deed Book 347, page 270, Gwinnett County, Georgia records.
10. Permit to Cut or Trim Trees dated February 29, 1996 and recorded in Deed Book 12465, page 108, Gwinnett County, Georgia records.
11. Right of Way Deed dated May 30, 2000 and recorded in Deed Book 20630, page 251, Gwinnett County, Georgia records.

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12. Easement dated April 4, 2003 and recorded in Deed Book 33259, page 187, Gwinnett County, Georgia records.
13. Reciprocal Easement and Covenant Agreement dated December 15, 2009 and recorded in Deed Book 49855, page 580, Gwinnett County, Georgia records.
14. Storm Water Drainage Easement dated November 30, 2017 and recorded in Deed Book 55574, page 697, Gwinnett County, Georgia records.
15. All matters of survey according to that certain plat of survey entitled “Preliminary Lot Division Plat Dacula Square 765 Dacula Road, Dacula, Georgia” dated December 9, 2020, last revised February 4, 2021, by Atwell, LLC, Clyde R. Eldredge, Georgia Registered Land Surveyor No. 2659 and recorded in Plat Book 151, pages 285-286, Gwinnett County, Georgia records.
16. Declaration of Restrictions, Covenants and Conditions and Grant of Easements by BPD Dacula, LLC dated June 15, 2021, recorded in Deed Book 58857, page 718, Gwinnett County, Georgia records.

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EXHIBIT A
Legal Description

All that tract or parcel of land situate, lying and being in Land Lot 304, 5th Land District, City of Dacula, Gwinnett County, Georgia and being more particularly described as Tract 4, containing 1.758 acres, more or less, as shown on that certain plat of survey entitled “Preliminary Lot Division Plat Dacula Square 765 Dacula Road, Dacula, Georgia” dated December 9, 2020, last revised February 4, 2021, by Atwell, LLC, Clyde R. Eldredge, Georgia Registered Land Surveyor No. 2659 and recorded in Plat Book 151, pages 285-286, Gwinnett County, Georgia records.

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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.

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.

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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.

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