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PLEASE REPLY TO
ATHENS ADDRESS

Tripp Bridges
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December 17, 2021

VIA FED EX AND ELECTRONIC MAIL

T. Oliver Pryor
TOP Capital, LLC
1690 South Lumpkin Street
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oliver@top-capital.com

J. Parker Gilbert
Wilson Brock & Irby, L.L.C.
Overlook I, Suite 700
2849 Paces Ferry Road
Atlanta, Georgia 30339.
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RE: Title Objection Notice pursuant to Purchase and Sale Agreement by and between BPD Dacula, LLC (“Seller”) and TOP Capital, LLC (“Purchaser”) dated October 26, 2021 (the “Agreement”) (Capitalized terms not defined herein are as defined in the Agreement)

Dear Oliver and Parker:

As you know, this firm represents Seller in connection with the Agreement. I am in receipt of Purchaser’s Title Objection Notice dated December 14, 2021 from J. Parker Gilbert. Purchaser’s responses to the matters set forth in the Title Objection Notice are set forth below. The headings correspond with the headings set in forth in the Title Objection Notice.

A. Title Commitment.

1. As is contemplated by the Agreement, Seller will coordinate the closing of the acquisition of the Property from Hebron Baptist Church, Inc. to occur concurrently with Seller’s sale of the Property to Purchaser and will execute a Limited Warranty Deed and Quit Claim Deed as requested. Seller will also prepare a draft amendment to the Declaration.
2. Seller will execute an owner’s title affidavit at closing as required by the Agreement.

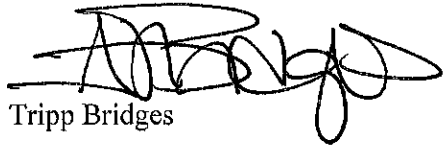
3. Seller, as Declarant under the referenced Declaration of Easements, will execute an estoppel certificate confirming that the Property is not in violation of the referenced Declaration of Easements.

Seller makes no commitment to take action related to matters not specifically listed herein.

Please feel free to contact me with any questions or concerns.

I look forward to working with you to close this transaction.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tripp Bridges', with a large, stylized flourish at the end.

Tripp Bridges

cc: Travis Butler (email only)