

 First American Title	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011413-0027029e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

For Reference:

File #: 186018904-OS

Issued By:

Bridge Trust Title Group, Formerly Ramsey Title

6400 ATLANTIC BLVD., SUITE 170
NORCROSS, GA 30071

(This Policy is valid only when Schedules A and B are attached)

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d),

"Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.
- 6. DUTY OF INSURED CLAIMANT TO COOPERATE**
- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.
- 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**
- In case of a claim under this policy, the Company shall have the following additional options:
- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- 8. DETERMINATION AND EXTENT OF LIABILITY**
- This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION (DOES NOT APPLY IN GEORGIA)

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association

("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.**

ALTA (6/17/06 WITH GEORGIA MODIFICATIONS) OWNER POLICY FOR TITLE
INSURANCE-6/1/2012-First American Title Insurance Company/ 186018904-OS/

SCHEDULE A


POLICY NO. 5011413-0027029e	DATE OF POLICY February 3, 2012 at 8:09 am
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AMOUNT OF INSURANCE:
\$430,000.00

1. Name of Insured:
CPT Alpharetta, LLC, a Domestic limited liability company
2. The estate or interest in the land described or referred to in this Schedule covered by this Policy is Fee Simple.
3. Title to the estate or interest covered by this Policy at the date hereof is vested in:
CPT Alpharetta, LLC, a Domestic limited liability company

By virtue of that certain Limited Warranty Deed from Branch Banking and Trust Company to CPT Alpharetta, LLC, a Domestic limited liability company, dated January 17, 2012, filed for record February 2, 2012, recorded in Deed Book 50857, Page 190, Records of Fulton County, Georgia.
4. The land referred to in this Policy is located in the County of Fulton, State of Georgia and described on the attached Exhibit "A".

BridgeTrust Title Group

By  _____
Authorized Signatory

This Policy valid only if Schedule B is attached.

Schedule B

This policy does not insure against loss or damage by reason of the following:

Standard Exceptions:

- (a) ~~Rights or claims of parties in possession not shown by the public records.~~
- (b) ~~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.~~
- (c) ~~Taxes or special assessments which are not shown on existing liens by the public records.~~
- (d) Easements, or claims of easements, not shown by the public records.
- (e) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

Special Exceptions:

1. All taxes subsequent to the year 2011, not yet due or payable, and any additional taxes which result from a rebilling or reassessment of the subject property.
2. No insurance is afforded as to the exact amount of acreage contained in the property described herein.
3. Riparian rights incident to the premises.
4. Rights of tenants under unrecorded leases.
5. All matters as shown on plats recorded in: Condominium Plat Book 8, Page 91; Condominium Plat Book 9, Page 95; and Condominium Plat Book 9, Page 13, Records of Fulton County, Georgia.
6. All matters as shown on floor plans recorded in Condominium Cabinet 2, Folder 223, aforesaid Records.
7. Boundary Line Agreement with C. R. Sims dated March 15, 1975, recorded in Deed Book 6238, Page 491, aforesaid Records.
8. Permit for Anchors, Guy Poles and Wires from Mary J. Womack to Georgia Power Company dated May 1, 1974, recorded in Deed Book 6197, Page 210, aforesaid Records.
9. Conveyance of Access Rights from Williamsburg Office Communities, Inc. to the Department of Transportation of the State of Georgia dated May 1, 1984, recorded in Deed Book 9215, Page 198, aforesaid Records.

10. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title, created by the Georgia Condominium Act or set forth in the Declaration of Condominium for Cambridge Square Condominium, recorded in Deed Book 9302, Page 376, Records of Fulton County, Georgia; as amended in Deed Book 28519, Page 307, aforesaid Records; as further amended in Deed Book 45859, Page 54, aforesaid Records, the maps and plans, bylaws and any other condominium document(s) and amendments thereto, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
11. Sewer Easement from Williamsburg Office Communities, Inc., to Fulton County dated October 17, 1984, recorded in Deed Book 9307, Page 222, aforesaid Records.
12. Sewer Easement from Williamsburg Office Communities, Inc., to Fulton County dated December 26, 1985, recorded in Deed Book 9479, Page 157, aforesaid Records.
13. Easement from Williamsburg Office Communities, Inc. to Georgia Power Company dated September 16, 1984, recorded in Deed Book 9652, Page 365, aforesaid Records.
14. Permit for Anchors, Guy Poles and Wires from Williamsburg Office Communities, Inc. to Oglethorpe Power Corporation dated April 3, 1986, recorded in Deed Book 10055, Page 397, aforesaid Records.
15. Deed to Secure Debt and Security Agreement from CPT Alpharetta, LLC, a Georgia limited liability company to Bank of North Georgia, a Division of Synovus Bank, dated January 31, 2012, filed for record February 3, 2012, recorded in Deed Book 50865, Page 428, aforesaid Records.
16. Assignment of Rents and Leases by CPT Alpharetta, LLC, a Georgia limited liability company to Bank of North Georgia, a Division of Synovus Bank, dated January 31, 2012, filed for record February 3, 2012, recorded in Deed Book 50865, Page 448, aforesaid Records.
17. UCC Financing Statement showing CPT Alpharetta, LLC, Debtor and Bank of North Georgia, a Division of Synovus Bank, Secured Party, filed for record February 3, 2012, recorded in Deed Book 50865, Page 455 Records of Fulton County, Georgia.

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 600 of the 1st District, 2nd Section of Fulton County, Georgia, and being Building 1030, Units A, B, C & D of Cambridge Square, Phase Two, a Condominium, as shown on a plat of survey recorded in Condominium Plat Book 8, page 91, Records of Fulton County, Georgia, as shown on Floor Plans on file with the Clerk of the Superior Court of Fulton County, Georgia, in Condominium Cabinet 2, Folder 223, together with all rights, title and interest in said units of said building and the appurtenances thereto, arising by virtue of the Declarations of Cambridge Square Condominiums, dated December 21, 1984, as amended, and being recorded in Deed Book 9302, page 376, Records of Fulton County, Georgia, including said undivided interest in the common elements as set forth in said Declaration, the contents of which are incorporated herein by reference.

ALSO

All that tract or parcel of land lying and being in Land Lot 600 of the 1st District, 2nd Section, Fulton County, Georgia, and being identified and depicted as Building 1090, Units A, B, C and D of Cambridge Square, Phase Four, A Condominium, as per plat prepared by Rodney H. Reese, Registered Lend Surveyor No. 2072, dated February 25, 1988 and recorded at Condominium Plat Book 9, page 95, Fulton County, Georgia Records, together with those certain architectural drawings recorded in Condominium Cabinet Number 2, Folder 223, Fulton County, Georgia Records; TOGETHER WITH its appurtenant percentage of undivided interest in the common elements of said Cambridge Square Condominiums, as provided in that certain Declaration of Condominium for Cambridge Square Condominiums, dated December 21, 1984, and recorded in Deed Book 9302, page 378, et seq., Fulton County Records, as amended by that First Amendment to Declaration for Cambridge Square, A Condominium, dated December 18, 1985, and recorded at Deed Book 9877, Page 278, Fulton County Records; and further amended by that certain Second Amendment to the Declaration for Cambridge Square, A Condominium, dated October 24, 1986, and recorded in Deed Book 1040, page 472, Fulton County Records; and further amended by that certain Third Amendment to the Declaration for Cambridge Square, A Condominium, dated March 1, 1988, and recorded in Deed Book 11355, page 250, Fulton County Records; (hereinafter referred to as the "Declaration").

ALSO

All that tract or parcel of land lying and being in Land Lot 600 of the 1st District, 2nd Section, Fulton County, Georgia, and being Building 1100, Units A, B, C and D of Cambridge Square, Phase Four, a Condominium as shown on plat of survey recorded in Condominium Plat Book 9, page 13, Fulton County, Georgia Records, and Floor Plan Cabinet 2, Folder 223, Fulton County, Georgia Records; together with all rights, title and interest in and to the said building and the units contained therein, and the appurtenances thereto, arising by virtue of the Declaration of Cambridge Square Condominiums, dated December 21, 1984, recorded in Deed Book 9302, page 376, Fulton County, Georgia Records, as amended by Amendments thereto, including an undivided interest in and to common areas as described in the aforesaid Declaration, as amended.

ALSO

All that tract or parcel of land lying and being in Land Lot 600 of the 1st District, 2nd Section, Fulton County, Georgia, and being Building 1125, Units A, B, C and D of Cambridge Square, Phase Four, an office condominium, as shown on a plat of survey recorded in Condominium Plat Book 9, page 95, Fulton County Records, as shown on Floor Plans on file with the Clerk of Superior Court of Fulton County, Georgia, in Condominium Cabinet 2, Folder 223, together with all rights, title and interest in said units of said building and (he appurtenances thereto arising by virtue of the Declaration of Cambridge Square Condominiums, dated December 12, 1984, and being recorded in Deed Book 9302, page 376, Fulton County Records, as amended, including an undivided interest in the common elements as to each of the aforesaid units as set forth in said Declaration, the contents of which are incorporated herein by reference.

BridgeTrust Title Group

Consumer Privacy Notice

BridgeTrust Title Group has relationships with many types of financial services providers, such as insurance agencies, banks, consumer finance companies, securities broker-dealers, and mortgage companies. Over our long history as a financial services provider, we have placed the highest value on the information you share with us, and we are committed to protecting your privacy. This commitment forms the cornerstone of trust and confidence on which we hope to build long-lasting relationships with the clients we serve. Our Consumer Privacy Notice ("Notice") reaffirms our commitment to safeguarding your information.

Consumer Privacy Notice

Our Notice tells you the kind of information we collect about you, with whom we share it, and how we protect it responsibly. Our Notice applies to individuals who obtain insurance products or services through our agents for personal, family, or household purposes. The examples that you will find throughout this Notice are for purposes of illustration only and should not be considered a complete description of our information practices. For example, we may not collect or disclose all of the categories of information described in this Notice in every transaction. If you terminate your relationship with us or your policy lapses or becomes inactive, we will continue to treat the information we have collected about you in accordance with our privacy policy.

Categories of Information We May Collect

When we provide title insurance and/or settlement and escrow services, we may collect information directly from you (for example, your name, address, telephone number and social security number) and from other sources such as the lender, attorney or real estate broker that you have chosen in order to provide the products and services you have requested, to service your policy, and to determine your eligibility for other products and services. We may also collect the following categories of information about you, from the following sources:

- Information we receive from you on applications, or other forms and other oral, written, or electronic communications, such as your name, address, social security number, assets, and income;
- Information about your transactions with us, other affiliated companies or others, such as transaction history, policy coverage, premiums, payment history and claims history;
- Information collected from our Internet web sites, such as information you provide to us and information necessary to manage your online session with us;
- Information about your transaction, including the identity of the real property that you are selling, purchasing or financing; and

When we provide settlement services, we may receive information from third parties, including appraisals, loan applications, credit reports, land surveys, loan and escrow account balances, and bank account numbers to facilitate the transaction.

Disclosure of Information to Third Parties

We do not disclose information about you to third parties, except as required or permitted by law. For example, in the course of our general business practices, we may disclose information contained in applications and other forms that we collect, as previously described, to the following types of third parties for the reasons described:

- To a third party to perform a business, professional, or insurance function for us;
- To an insurance company, agent, insurance support organization, or self-insurer to detect or prevent fraud, criminal activity, or misrepresentation in connection with an insurance transaction;

- To an insurance company, agent, or insurance support organization to perform a function in connection with an insurance transaction involving you; and
- To an insurance regulatory authority, or law enforcement or other governmental authority to prevent or prosecute fraud, or if we believe that you have conducted illegal activities.

In addition, where permitted by law, we may disclose the information we collect about you, as previously described, to other companies that perform marketing services on our behalf and to other financial services companies with whom we have joint marketing agreements.

Virginia residents: Unless you tell us not to, we may share information about you with insurance companies and other third parties described above in order to give you appropriate insurance coverage upon expiration of your policy. You may direct us not to share this information by calling BridgeTrust Title Group at 770-447-6303.

How to Review and Correct Your Personal Information

Under applicable law, you may request to see the personal information about you in our records except for certain documents related to claims and lawsuits. We may direct you to a consumer reporting agency to obtain certain consumer report information.

If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once, and we will investigate and correct any errors that we find. Your request should be directed to your BridgeTrust Title Group representative.

Our Security Procedures

We maintain physical, electronic, and procedural safeguards that comply with federal guidelines to safeguard consumer information. Our employees are bound by our Codes of Ethics and policies to access consumer information only for legitimate business purposes and to keep information about you confidential.

Our Privacy Protections

You may have other privacy protections under some state laws. We will comply with applicable state laws as to information about you. For example, certain state laws may require us to provide you with an additional notice.

Insurance Providers

Please note that the title insurance companies that issue your policies may have personal information about you. Our Privacy Notice does not govern their use of information about you. You should review the privacy notices of your title insurance providers to understand how they collect, use and disclose information.

Our Commitment

We will continue to maintain our dedication to protecting your privacy. If you have questions concerning our Notice, please call BridgeTrust Title Group at 770-447-6303.

FIRST AMERICAN TITLE INSURANCE COMPANY
THE FIRST AMERICAN CORPORATION
Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.