



First American

First American Title Insurance Company

COMMITMENT INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016

or

The office which issued this Commitment

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AGREEMENT TO ISSUE POLICY

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CONDITIONS

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

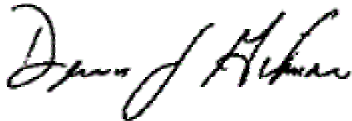
The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

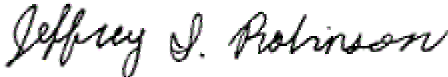
The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

SCHEDULE A

1. Commitment Date: April 03, 2018 at 08:00 a.m.
2. Policy (or Policies) to be issued:
 - a. ALTA Owners Policy (06-17-06) \$TBD

Proposed Insured:
A Natural Person or Legal Entity to be Designated
 - b. ALTA Loan Policy (06-17-06) \$TBD

Proposed Insured:
To Be Determined, its successors and/or assigns, as their interests may appear
3. Fee simple interest in the Land described in this Commitment is owned, [at the Commitment Date,](#) [by](#) Cole SB Chattanooga TN, LLC, a Delaware limited liability company .
4. The Land referred to in this Commitment is described as follows:

See Schedule A attached hereto and made a part hereof

SCHEDULE A (Continued)

File No.: **NCS-899192TN1-PHX1**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING, AND BEING LOCATED IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, STATE OF TENNESSEE, KNOWN AS LOT TWO (2), ROBERT STEELE SUBDIVISION, AS SHOWN BY REVISED PLAT RECORDED IN PLAT [BOOK 85, PAGE 43](#), IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, ACCORDING TO A MORE RECENT PLAT ENTITLED "ALTAIACSM LAND TITLE SURVEY FOR COLE COMPANIES, 4503 HIGHWAY 58," DATED OCTOBER 5, 2007, PREPARED BY R. SCOTT BARRETT, PLS, TN REGISTRATION NO. 2473 OF BARRETT SURVEYING GROUP, LLC, AND ACCORDING TO SAID PLAT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A IRON PIN NEW 1/2" OPEN TOP PIPE, LOCATED ON THE NORTHERN RIGHT-OF-WAY OF TENNESSEE HIGHWAY #58 AT THE COMMON CORNER OF LANDS OWNED NOW OR FORMERLY BY WILLIAMS REAL ESTATE CO., INC. THENCE RUNNING ALONG THE NORTHERN RIGHT-OF-WAY OF TENNESSEE HIGHWAY #58, SOUTH 83 DEGREES 46 MINUTES 29 SECONDS WEST 149.51 FEET TO AN IRON PIN NEW 1/2" OPEN TOP PIPE, THENCE LEAVING THE NORTHERN RIGHT-OF-WAY OF TENNESSEE HIGHWAY #58 AND RUNNING ALONG THE COMMON LINE OF LANDS OWNED NOW OR FORMERLY BY KLEEN INC., NORTH 12 DEGREES 22 MINUTES 53 SECONDS EAST 145.19 FEET TO AN IRON PIN OLD Y2 " REBAR WITH CAP, THENCE RUNNING ALONG THE COMMON LINE OF LANDS OWNED NOW OR FORMERLY BY SOURAN ACQUISITION LIMITED, NORTH 83 DEGREES 36 MINUTES 58 SECONDS EAST 88.56 FEET TO AN IRON PIN OLD 5/8" REBAR BENT, THENCE NORTH 18 DEGREES 14 MINUTES 16 SECONDS EAST 10.22 FEET TO AN IRON PIN OLD 1" CRIMP TOP PIPE, THENCE NORTH 83 DEGREES 07 MINUTES 27 SECONDS EAST 97.37 FEET TO AN IRON PIN OLD 5/8" REBAR BENT, THENCE RUNNING ALONG THE COMMON LINE OF LAND OWNED NOW OR FORMERLY BY WILLIAMS REAL ESTATE CO. LLC, SOUTH 24 DEGREES 10 MINUTES 20 SECONDS WEST 171.89 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO COLE SB CHATTANOOGA TN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED FROM NENR INVESTMENTS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN [BOOK 8534, PAGE 26](#), IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

SCHEDULE B - SECTION I

REQUIREMENTS

File No.: **NCS-899192TN1-PHX1**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or mortgage to be Insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
 - a. Warranty Deed in a form approved by the Company, conveying the interest in the property described in Schedule A.
 - b. Deed of Trust in a form approved by the Company conveying interest in the subject property to secure the loan.
6. The Company must be furnished with the following for review in regard to Cole SB Chattanooga TN, LLC:
 - a. A current copy of the Articles of Organization and all amendments thereto;
 - b. A current Certificate of Good Standing or its equivalent from the state of origin and Tennessee;
 - c. Resolutions/Consents authorizing the transaction contemplated in this commitment and designating the authorized signatory;
 - d. A complete copy of the existing operating agreement and all amendments thereto;
 - e. The Company may require additional documentation for each entity comprising any tier of ownership of the said limited liability company.
7. This Company must be provided with proof of the existence of the purchasing/borrowing entity to be insured. If a loan is to be insured as part of the transaction contemplated in this commitment, the Company will require appropriate authority documents for the purchasing/borrowing entity prior to issuance of any policy. Once purchasing/borrowing entity type is determined please confirm with this office what authority documents will be required.
8. Execution and delivery to us of an Owner's Affidavit, in context to the transaction and in form satisfactory to Company.
9. A current ALTA/NSPS survey of the land, certified to the Company, to the Insured, and to the Lender, if we are expected to delete or modify the general survey exception.

10. Additional requirements may be made for any endorsements to be issued as part of the Policy.

SCHEDULE B - SECTION II

EXCEPTIONS FROM COVERAGE

File No.: **NCS-899192TN1-PHX1**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing the public records or attaching subsequent to the effective date hereof, but prior to the date of recording of the interest of the Insured.
7. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
8. No insurance is afforded as to the acreage or square footage contained in the insured property.
9. Taxes and assessments for the year 2018 and subsequent years, not yet due and payable.

Tax Identification No. 129H-E-011: 2017 Hamilton County Taxes are Paid in the amount of \$7,947.18; 2017 Chattanooga City Taxes are Paid in the amount of \$7,120.10 (includes \$576.00 Stormwater Assessment).

10. All matters shown on plat of record in Plat [Book 85, Page 43](#), in the Register's Office of Hamilton County, Tennessee.
11. Easement from Rubye W. Land; Richard Cordell; Orlin Edwards; and Spector Enterprises, Inc. to City of Chattanooga, Tennessee, of record in [Book 2230, Page 554](#), in the Register's Office of Hamilton County, Tennessee.
12. Reservations and easements set forth in City of Chattanooga Ordinance No. 8535 of record in [Book 3428, Page 887](#), in the Register's Office of Hamilton County, Tennessee.

13. Terms and provisions of unrecorded Lease by and between NENR Investments, LLC and Starbucks Corporation, as evidenced and affected by Assignment and Assumption of Lease, by and between NENR Investments, LLC and Cole SB Chattanooga TN, LLC, of record in [Book 8534](#), [Page 31](#), in the Register's Office of Hamilton County, Tennessee.
14. Rights of parties in possession not shown by the public record.
15. Matters as would be disclosed by a current and accurate survey and inspection of the subject premises.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.



First American Title

Privacy Information

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 subsidiaries 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 that 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.

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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.