



Owner's Policy of Title Insurance

Fidelity National Title Insurance Company

A Stock Company

Policy Number

27-31-92- 465054

Kentucky Downs

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;*
- 2. Any defect in or lien or encumbrance on the title;*
- 3. Unmarketability of the title;*
- 4. Lack of a right of access to and from the land;*

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Fidelity National Title Insurance Company



Fidelity National Title Insurance Co
1800 Parkway Place
Suite 700
Marietta, GA 30067



By:

Agnes M. [Signature]

President

ATTEST

Tom C. [Signature]

Secretary

Countersigned:

Sharon Girce

Authorized Signature



Fidelity National Title Insurance Company

Policy No. 27-31-92-465054

NTS File No. 07ATL1162

OWNER'S POLICY

SCHEDULE A

Date of Policy: May 3, 2007 at 2:19 P.M.

Amount of Insurance: \$1,902,000.00

1. Name of Insured:

Bank of America, N.A., a national banking association

2. The estate or interest in the land which is covered by this Policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Bank of America, N.A., a national banking association

4. The land referred to in this policy is in the State of Georgia, County of Coweta described as follows:

See Exhibit "A" attached hereto and made a part hereof by reference.



Fidelity National Title Insurance Company

Policy No. 27-31-92-465054

NTS File No. 07ATL1162

SCHEDULE B Exceptions From Coverage

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

1. All taxes for the year 2007 and subsequent years which are liens not yet due and payable.
2. 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.
3. All matters as would be disclosed by a current and accurate survey and inspection of the premises.
4. This Policy 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 contained therein.
5. Rights of tenants in possession under unrecorded leases and terms and conditions of any unrecorded leases.
6. Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Calumet by Parkway Ventures, Inc., dated July 13, 2000, filed February 22, 2001 and recorded in Deed Book 1621, Page 335, records of the Superior Court of Coweta County, Georgia.
7. All matters affecting subject property of shown on plat recorded in Plat Book 80, Page 237, records of the Superior Court of Coweta County, Georgia.
8. All matters affecting subject property as shown on plat recorded in Plat Book 84, Page 137, records of the Superior Court of Coweta County, Georgia.



Fidelity National Title Insurance Company

Policy No. 27-31-92-465054

NTS File No. 07ATL1162

EXHIBIT "A"

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lots 75 & 86 of the 5th District of Coweta County, Georgia records, containing 12.21 acres, being POD "H" of the Villages of Calumet, and being more particularly described on that certain survey prepared for Scott Neely, by John R. Christopher, registered land surveyor, dated January 13, 2004, and of record at Plat Book 80, Page 237, Coweta County, Georgia records. Reference to said survey is hereby made for a more complete and accurate description of said parcel.

Less and Except all that certain tract or parcel of land lying and being in Land Lots 75 and 86, 5th District, Coweta County, Georgia and being more particularly described as those certain roads identified as "War Admiral Lane" (a 50 foot right of way) and "Seabiscuit Court" (a 50 foot right of way), as shown on that certain Final Plat Kentucky Downs prepared by Focal Point Engineering, Inc., and being of record at Plat Book 84, Pages 137-140, Coweta County, Georgia Records, said plat being incorporated herein by this reference and reference is made to such plat for a more complete and accurate description of such roads.

Less and Except all that tract or parcel of land lying and being Land Lots 75 & 86 of the 5th land district of Coweta County, Georgia records, being lots 15 through 20 and lots 29 through 44, Kentucky Downs, being a portion of Pod "H" of the Villages of Calumet, containing 12.21 acres as per plat recorded in plat book 80, page 237, Coweta County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

Less and Except all that tract or parcel of land lying and being Land Lots 75 & 86 of the 5th District of Coweta County, being known and designated as lots 21, 22, 23, 24, 25, 26, 27, 28, 45, 46, 47, 48, 49, 50, 51 & 52, Kentucky Downs, as per plat recorded in Plat Book 84, Pages 137-140, Coweta County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

Less and Except all that tract or parcel of land lying and being Land Lots 75 & 86 of the 5th District of Coweta County, being known and designated as lots 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, & 73 Kentucky Downs, as per plat recorded at plat book 84, pages 137-140, Coweta County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

Together with all buildings, structures and other improvements now or hereafter located on the Premises hereinbefore described, or any part and parcel thereof; and

Together with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said Premises or above the same or any part or parcel thereof; and

Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest; claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

Together with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said Premises and including all trade domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment") now or hereafter located in, upon or under said property or any part thereof and used or usable in connection



Fidelity National Title Insurance Company

Policy No. 27-31-92-465054

NTS File No. 07ATL1162

EXHIBIT "A"

with any present or future operation of said property and now owned or hereafter acquired by Grantor, including, but without limiting the generality of the foregoing, and heating air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing; refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces oil burners or units thereof; appliances; air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors, rugs and carpets; draperies; furniture and furnishings in commercial, institutional and industrial buildings together with all building materials and equipment now or hereafter delivered to the premises and intended to be installed therein; together with all additions thereto and replacements thereof; and

Together with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property improvements thereon and Equipment; and

Together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the premises



Fidelity National Title Insurance Company

ENVIRONMENTAL ENDORSEMENT (Commercial Owner)

Attached to and forming a part of Policy Number 27-31-92-465054 of Fidelity National Title Insurance Company.

The said Policy is hereby amended in the following manner:

The Company hereby insures the Insured against loss or damage sustained by reason of:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purposes of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the Clerk of the United States District Court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes: None

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and prior endorsements, if any, nor does it extend the effective date of the Policy and prior endorsements, or increase the face amount thereof.

Dated: May 3, 2007

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By:

[Signature]

President

ATTEST

[Signature]

Secretary

Countersigned:

By:

[Signature]
Authorized Signatory



Fidelity National Title

INSURANCE COMPANY

COMPREHENSIVE (ALTA 9.2) ENDORSEMENT (Owners – Improved Land)

Attached to and forming a part of Policy Number 27-31-92-465054 Fidelity National Title Insurance Company.

The Company insures the insured against loss or damage sustained by reason of :

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
 - (a) Present violations on the land of any enforceable covenants, conditions or restrictions, or any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
 - (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - (c) Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
 - (d) Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - (e) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to existing improvements, including building, access drives, parking, signage and landscaping:
 - (a) Which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - (b) Resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment, other than fences, landscaping or driveways, excepted in Schedule B.



Fidelity National Title

INSURANCE COMPANY

Comprehensive Endorsement (ALTA 9.2) - Continued

4. Any final court order or judgment denying the right to maintain any existing building on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

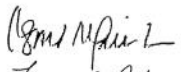

As used in paragraphs 1(a) and 4, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: May 3, 2007

FIDELITY NATIONAL TITLE INSURANCE COMPANY



By:  President
ATTEST  Secretary

Countersigned:

By:  Authorized Signatory