

# ATTORNEYS' TITLE FUND SERVICES, LLC

Commercial Branch  
6545 Corporate Centre Blvd  
Orlando, FL 32822  
(800) 336-3863

Lewis Brisbois Bisgaard & Smith L.L.P.  
110 Southeast 6th Street Suite 2600,  
Ft Lauderdale, FL 33301

*Date:* December 8, 2015  
*Fund File Number:* 256876  
*County:* Pasco  
*Reference:* Specialty Restaurants Corporation

*Dear Fund Member:*

*We have examined title to the property described in Schedule A attached and prepared these schedules to be used exclusively for the purpose of issuing a commitment or policy of title insurance underwritten by Old Republic National Title Insurance Company.*

*Please review the schedules before signing and inserting in a Commitment cover. As an Agent you must:*

- A. Add additional requirements and/or exceptions to Schedule B that you find necessary from your analysis of the present transactions.*
- B. Evaluate Schedule A and B and issue endorsements as may be appropriate, deleting or modifying the Schedules.*

*Our examination of title reflects only those matters recorded in the Official Records Books. You are responsible for such other off-record examinations and checks as you may find necessary pursuant to underwriting procedures. When the interest you are insuring is a personal property interest (such as a mortgage, a leasehold or cooperative interest), a federal tax lien search of the Secretary of State's records may be required. See Fund Title Note 30.02.08.*

*Where the amount of insurance is \$3 million or under, a 20-year judgment and lien search was not performed on the proposed insured purchaser if a mortgage is not associated with the purchase or if the mortgage appears to be 100% purchase money in nature.*

*The Fund appreciates this opportunity to be of service. Please contact us if you have any questions.*

*Sincerely,*

*Attorneys' Title Fund Services, LLC*  
Jana Woslum, Commercial Examiner  
(800) 282-3830 x5510

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT**  
**Schedule A**

Fund File Number: 256876

Effective Date:  
December 3, 2015 at 11:00 PM

Agent's File Reference:  
Specialty Restaurants Corporation

Premium:

1. Policy or Policies to be issued: Proposed Amount of Insurance:  
**OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications) \$6,350,000.00**

**Proposed Insured: To Be Determined**

**MORTGAGEE:**

**Proposed Insured:**

**MORTGAGEE:**

**Proposed Insured:**

2. The estate or interest in the Land described or referred to in this Commitment is

FEE SIMPLE

3. Title to the FEE SIMPLE estate or interest in the Land is at the Effective Date vested in:

Specialty Restaurants Corporation, A/K/A Specialty Restaurants Corporation, Inc., a California corporation

4. The Land referred to in this Commitment is described as follows:

A parcel of land located in Section 11, Township 26 South, Range 19 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 11; thence N 89°45'41"E., along the South line of said Section 11, a distance of 2963.65 feet to the Point of Beginning; thence along the easterly boundary of a parcel described in O.R. Book [3935, Page 1180](#), of the Public Records of Pasco County, Florida, for the following seven (7) courses: (1) thence N.34°44'21"E., a distance of 853.57 feet; (2) S 89°35'48" W., a distance of 33.64 feet; (3) N 00°14'29"W., a distance of 400.07 feet; (4) N 89°46'37"E., a distance of 313.54 feet; (5) N 34°44'05"E, a distance of 927.05 feet; (6) N 55°15'58"W., a distance of 249.94 feet; thence along the boundary lines of LEXINGTON OAKS, PHASE 1, recorded in Plat Book [36, Pages 57-55](#), of the Public Records of Pasco County, Florida, for the following seven (7) courses: (1) thence N 34°44'09"E., a distance of 431.85 feet; (2) thence S 55°18'35"E., a distance of 39.99 feet; (3) thence N

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
400 Second Avenue South, Minneapolis, MN 55401, (612) 371-1111

Issuing Agent:

Agent No.: **3778501**

**Lewis Brisbois Bisgaard & Smith L.L.P.**  
**110 Southeast 6th Street Suite 2600,**  
**Ft Lauderdale, FL 33301**

\_\_\_\_\_  
Agent's Signature  
**Lewis Brisbois Bisgaard & Smith L.L.P.**

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## Commitment

### Schedule A (continued)

Fund File Number:  
256876

Effective Date:  
December 3, 2015 at 11:00 PM

Agent's File Reference: Specialty  
Restaurants Corporation

34°43'38"E., a distance of 642.00 feet to the beginning of a curve to the right, having a radius of 690.00 feet; (4) thence along said arc a distance of 383.03 feet; said arc having a chord distance of 378.13 feet and a chord bearing S 33°29'56"E., to the beginning of a curve to the left, having a radius of 810.00 feet; (5) thence along the arc of said curve a distance of 459.95 feet, said arc having a chord distance of 453.79 feet and a chord bearing of S 33°52'05"E., (6) thence S 34°43'13"W., a distance of 212.01 feet; (7) thence S 55°15'52" E., a distance of 165.23 feet; thence S 34°44'00"W., along the northerly right-of-way line of State Road 54, a distance of 1387.10 feet; thence S 55°15'07"E., a distance of 9.00 feet; thence S.34°44'00"W., a distance of 67.95 feet; thence S.89°42'28"W., a distance of 10.99 feet; thence S.34°44'00"W., a distance of 340.61 feet to the beginning of a curve to the right, having a radius of 2864.79 feet; thence along the arc of said curve a distance of 442.70 feet, said arc having a chord distance of 442.26 feet and a chord bearing of S 39°09'38"W; thence S 89°46'28"W, along the South line of said Section 11, a distance of 848.09 feet to Point of Beginning.

Less Parcel 101A (recorded in OR Book [5460, Page 845](#))

A tract of land lying within the Southeast ¼ of Section 11, Township 26 South, Range 19 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southeast corner of said Section 11, Township 26 South, Range 19 East; thence S 89°45'47"W., along the South line of said Section 11, for 1445.68 feet to the Point of Beginning; thence continue along said line S 89°45'47"W, a distance of 407.23 feet; thence departing said line N 00°14'12"W., a distance of 6.76 feet; thence N 16°41'14"E., a distance of 29.48 feet; thence N 23°41'26"E, a distance of 34.12 feet; thence N 41°12'58"E., a distance of 18.97 feet; thence N 59°15'01"E., a distance of 5.48 feet; thence N 67°05'34"E, a distance of 5.49 feet; thence N 76°36'22"E., a distance of 15.60 feet; thence N 70°39'28"E., a distance of 4.31 feet; thence N 55°09'45"E., a distance of 5.12 feet; thence N 44°00'07"E., a distance of 63.02 feet; thence N 38°39'05"E., a distance of 8.67 feet; thence N 21°48'39"E., a distance of 9.70 feet; thence N 05°48'34"E., a distance of 18.89 feet; thence N 15°55'44"E., a distance of 9.98 feet; thence N 30°19'17"E., a distance of 14.89 feet; thence N 48°38'49"E., a distance of 15.36 feet; thence N 63°20'21"E., a distance of 15.99 feet; thence N 77°42'54"E., a distance of 12.38 feet; thence N 89°52'56"E., a distance of 9.79 feet; thence S 86°25'38"E., a distance of 39.01 feet; thence N 42°59'38"E., a distance of 60.60 feet; thence S 47°00'22"E., a distance of 15.00 feet; thence S 42°59'38"W., a distance of 53.90 feet; thence S 69°24'00"E., a distance of 11.89 feet; thence S 68°43'53"E., a distance of 47.06 feet; thence S 75°18'00"E., a distance of 11.73 feet; thence S 82°03'29"E., a distance of 31.05 feet; thence S 80°53'20"E., a distance of 47.09 feet to a point on the arc of a curve; thence 46.49 feet along the arc of said curve to the left, concave Northwesterly, having a radius of 25.00 feet, a central angle of 106°32'21", a chord bearing of N 45°59'46"E and a chord distance of 40.07 feet to the curve's end; thence N 07°16'24"W, a distance of 49.83 feet; thence N 27°06'25"E., a distance of 44.45 feet; thence N 34°35'32"E., a distance of 78.17 feet; thence N 49°24'02"E., a distance of 55.18 feet; thence N 02°47'41"E., a distance of 71.20 feet; thence S 84°27'11"E., a distance of 98.38 feet; thence S 89°46'02"E., a distance of 92.25 feet; thence S 54°31'34"E., a distance of 45.28 feet to the proposed Northerly right-of-way of State Road 54; thence S 34°44'00"W along said line, a distance of 95.94 feet to a point on a curve; thence 443.03 feet along the arc of said curve to the right, concave Northwesterly, having a radius of 2864.79 feet, a central angle of 08°51'38", a chord bearing of S 39°09'48"W and a chord distance of 442.58 feet to the curve's end, and the Point of Beginning.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT**  
**Schedule B-I**

Fund File Number:  
256876

Agent's File Reference:  
Specialty Restaurants Corporation

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
  - A. Warranty Deed from Specialty Restaurants Corporation, A/K/A Specialty Restaurants Corporation, Inc., a California corporation to the proposed insured purchaser(s).
3. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
4. Satisfactory evidence must be furnished establishing that Specialty Restaurants Corporation, A/K/A Specialty Restaurants Corporation, Inc., a California corporation is duly organized, validly existing, and in good standing under the laws of California (at date of acquisition of the interest or lien on the insured property and at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of business entity records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined the appropriate business entity records, can provide the certificate.
5. Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of Specialty Restaurants Corporation, A/K/A Specialty Restaurants Corporation, Inc., a California corporation. If it does, satisfactory evidence must be provided showing compliance with the laws of the state or country of incorporation.
6. Record corporate resolution of the Board of Directors of Specialty Restaurants Corporation, A/K/A Specialty Restaurants Corporation, Inc., a California corporation authorizing the execution of Warranty Deed, if required by TN 11.05.03.
7. In addition to the requirements set forth for Florida entities, compliance with any requirements necessitated by the laws of the foreign jurisdiction with regard to the specific entity involved in the transaction to be insured must be confirmed.
8. Proof of payment of taxes for the year 2015 must be furnished.
9. Record satisfaction, or partial release of the lien as to the subject property, of the mortgage from Specialty Restaurants Corporation, a California corporation to Bank of the West, a California banking corporation dated August 31, 2010, and recorded in O.R. Book [8433, Page 483](#), together with Amendment to Mortgage recorded in O.R. Book [8756, Page 1767](#), Public Records of Pasco County, Florida.
10. The Company has no liability under this commitment until an endorsement is issued stating the names of the proposed insured. Once the proper names are provided, The Company reserves the right to make additional requirements and/or exceptions.
11. The Company has no liability under this commitment for the issuance of a mortgagee policy until an endorsement is issued stating the name of the proposed insured mortgagee. The Company reserves the right to make additional requirements, including but not limited to, review of additional documentation regarding the proposed insured purchaser.
12. The following requirements are included for the purpose of deletion of the standard exceptions appearing in Schedule B-II, Item No. 1, and Item No. 2, parts b. through e., inclusive:
13. Affidavit to be executed by a knowledgeable person stating: 1) There are no matters pending against the (owner/seller/mortgagor) that could give rise to a lien that would attach to the property between the effective date of this commitment, and the recording of the interest to be insured. 2) That the

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**COMMITMENT**

**Schedule B-I (continued)**

Fund File Number:  
256876

Agent's File Reference:  
Specialty Restaurants Corporation

(owner/seller/mortgagor)(s) have not and will not execute any instruments that would adversely affect the interest to be insured.

14. Closing funds are to be disbursed by or at the direction of the Title Agent identified at bottom of Schedule A.
15. Title Agent is to record the insured instruments as soon as possible after closing.
16. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.
17. Confirmation from all parties in possession setting forth the nature of their rights of possession for purposes of specifically making an exception that identifies those tenants and the nature of their rights in Schedule B of the policy and an affidavit from owner(s) confirming no other persons in possession. In the alternative, an exception shall be made for rights of the lessees under unrecorded leases or for rights of parties in possession. In the alternative, Affidavit from a person having actual knowledge, establishing that no person other than the owner is in possession.
18. A survey meeting The Fund Title Note requirements must be furnished. If such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment.
19. The policy to be issued based upon this commitment will not contain an exception for easements or claims of easements not shown by the public records, provided that: (i) the survey, meeting The Fund Title Note's requirements, does not disclose the existence of any unrecorded easements; and (ii) the affidavit of the owner, or other person with actual knowledge, establishes that there are no unrecorded easements or claims of easements in existence.
20. Affidavit from a reliable person must be furnished establishing that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT**  
**Schedule B-II**

Fund File Number:  
256876

Agent's File Reference:  
Specialty Restaurants Corporation

- II. Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
  2. a. General or special taxes and assessments required to be paid in the year **2016** and subsequent years.  
b. Rights or claims of parties in possession not recorded in the Public Records.  
c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.  
d. Easements, or claims of easements, not recorded in the Public Records.  
e. Any lien or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
  3. Any Owner Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
  4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
  5. Covenants, conditions, and restrictions recorded in O.R. Book [3935, Page 1224](#), as corrected in O.R. Book [3986, Page 1500](#), Public Records of Pasco County, Florida, which contain provisions creating use restrictions and enforcement rights.
  6. Landscaping and Buffering Easement Agreement by and between Specialty Restaurant Corporation, a California corporation, and Pulte Home Corporation, a Michigan corporation, recorded in O.R. Book [3935, Page 1234](#), Public Records of Pasco County, Florida.
  7. Permanent Slope Easement in favor of Pasco County recorded in O.R. Book [5460, Page 870](#), Public Records of Pasco County, Florida.
  8. Use restrictions contained in that certain deed recorded in O.R. Book [7123, Page 323](#), Public Records of Pasco County, Florida.
  9. Temporary Construction Easement in favor of Pasco County recorded in O.R. Book [5460, Page 863](#), Public Records of Pasco County, Florida.
  10. Easement Deed recorded in O.R. Book [3629, Page 272](#), Public Records of Pasco County, Florida. Note: The benefitted and burdened parcels are currently under common ownership.
  11. Rights of the lessees under unrecorded leases.
  12. Riparian and littoral rights are not insured.