

applicable law, be sufficient action by Lender to entitle Lender to immediate and direct payment of the Rents (including delivery to Lender of Rents collected for the period in which the demand occurs and for any subsequent period), for application as provided herein, all without the necessity of any further action by Lender, including, without limitation, any action to obtain possession of the Premises. Grantor hereby authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Grantor, without any obligation to determine whether an Event of Default has in fact occurred and regardless of whether Lender has taken possession of any portion of the Premises, and the tenants may rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment to Grantor under the Leases, and Grantor hereby appoints Lender as Grantor's lawful attorney-in-fact for giving, and Lender is hereby empowered to give, acquittances to any tenants for such payments to Lender after a default.

3.02 Continuation and Termination of Assignment. If Grantor shall pay or cause to be paid the Indebtedness as and when same shall become due and payable and shall perform and discharge or cause to be performed and discharged all of Grantor's obligations on or before the date the same are to be performed and discharged, then this assignment shall thereupon be terminated and of no further force and effect, and all rights, titles and interests conveyed pursuant to this assignment shall become revested in Grantor without the necessity of any further act or requirement by Grantor or Lender; provided, however, the affidavit, certificate, letter or statement of any officer of Lender stating that any part of the Indebtedness remains unpaid and undischarged shall be and constitute conclusive evidence of the validity, effectiveness or continuing force of the within assignment, and any person, firm or corporation may, and is hereby authorized to, rely thereon.

3.03 Limited License. Provided that there exists no Default or Event of Default hereunder or under or in any Loan Document, Grantor shall have the right under a limited license granted hereby, and Lender hereby grants to Grantor a limited license (the "License"), to collect upon, but not prior to accrual, all of the Rents arising from or out of the Leases, or any renewals or extensions thereof, or from or out of the Premises or any part thereof, and Grantor shall receive such Rents and hold the same, as well as the right and license to receive such Rents, as a trust fund to be applied, and Grantor hereby covenants to apply the Rents, to the payment of interest and principal becoming due on account of the Indebtedness, to the satisfaction and discharge of Grantor's obligations, including specifically, but without limitation, to the payment of taxes and assessments upon the Premises before payment of penalty or interest are due thereon, to the cost of such insurance, maintenance and repairs as may be required by the terms of this Deed and in satisfaction of all obligations under the Leases, all prior to the application by Grantor of the Rents for any other purposes.

3.04 Grantor's Indemnities. Grantor hereby agrees to indemnify and hold Lender free and harmless from and against any and all liability, loss, cost, damage or expense which Lender may incur under or by reason of this assignment, or for any action taken by the Lender hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Lender arising out of the Leases, including specifically, but without limitation, any claim by any tenant of credit for Rents paid to and received by Grantor, but not

delivered to Lender, for any period under any Lease more than one (1) month in advance of the due date thereof. In the event Lender incurs any such liability, loss, cost, damage or expense, the amount thereof, including reasonable attorneys' fees, shall be payable by Grantor to Lender immediately, without demand, and shall be secured hereby and by all other Loan Documents.

3.05 Appointment of Attorney-in-Fact. Grantor hereby further constitutes and appoints Lender the true and lawful attorney, coupled with an interest, of the Grantor, and in the name, place and stead of said Grantor, to subject and subordinate at any time and from time to time any Lease or any part thereof to the lien and security title of this Deed or any other mortgage, security deed, deed of trust or security agreement on or to any ground lease of the Premises, or to request or require such subordination, where such reservation, option or authority was reserved to the Grantor under any such Lease, or in any case where the Grantor otherwise would have the right, power or privilege so to do. The foregoing appointment is irrevocable and continuing, and such rights, powers and privileges shall be exclusive in Lender, its successors and assigns so long as any part of the Indebtedness secured hereby remains unpaid and undischarged, and Grantor hereby warrants that Grantor has not at any time prior to the date hereof exercised any such rights, and Grantor hereby covenants not to exercise any such right, to subordinate any such Lease to the lien of this Deed or to any other security deed, mortgage, deed of trust or security agreement or to any ground lease.

3.06 Exculpation of Lender. The acceptance by Lender of this assignment of the Leases and Rents, with all of the rights, powers, privileges and authority created hereby shall, not, prior to entry upon and taking possession of the Premises by Lender, be deemed or construed to constitute Lender a "mortgagee in possession", nor thereafter or at any time or in any event obligate the Lender to appear in or defend any action or proceeding relating to the Leases, the Rents or the Premises or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Grantor by any tenant and not assigned and delivered to Lender, nor shall Lender be liable in any way for any injury or damage to persons or property sustained by any person or persons, firm or corporation in or about the Premises.

ARTICLE IV.

4.01 Successors and Assigns. This Deed shall inure to the benefit of and be binding upon Grantor and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference is made in this Deed to Grantor or Lender such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Grantor and Lender, as the case may be.

4.02 Terminology. All personal pronouns used in this Deed, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include

the plural, and vice versa. Titles of articles and sections are for convenience only and neither limit nor amplify the provisions of this Deed, and all references herein to articles, sections, subsections, paragraphs or subparagraphs thereof, shall refer to the corresponding articles, sections, subsections, paragraphs or subparagraphs of this Deed unless specific reference is made to articles, sections, subsections, paragraphs or subparagraphs of another document or instrument.

4.03 Severability. If any provisions of this Deed or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.04 Applicable Law. Grantor acknowledges that this Deed and the other Loan Documents were negotiated, executed and delivered by Grantor in the State of Georgia, shall be executed by Lender in the State of Georgia, and shall be governed by, interpreted and enforced in accordance with the laws of the State of Georgia.

4.05 Notices, Demands and Requests. Except as otherwise expressly provided in other sections in this Deed or any other Loan Document, all notices, requests and demands to or upon a party hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, or personal delivery against receipt and, unless otherwise expressly provided herein, shall be deemed to have been validly served, given or delivered when delivered against receipt or two (2) business days after deposit in the U.S. mail, postage prepaid, addressed as follows:

If to Lender: ATLANTIC CAPITAL BANK, N.A.
3280 Peachtree Road, Suite 1600
Atlanta, Georgia 30305

If to Grantor: REFRIGIWEAR SUPPORT SERVICES, LLC
54 Breakstone Drive
Dahlonega, GA 30533

or to such other address as each party may designate for itself by like notice given in accordance with this Section 4.05; provided, however, that any notice to or upon Lender shall not be effective until received by Lender. Any written notice or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the individual to whose attention such notice is to be sent as specified above or such individual's successor in office.

4.06 Replacement of Note. Upon receipt of evidence reasonably satisfactory to Grantor of the loss, theft, destruction or mutilation of the Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement from Lender in form reasonably satisfactory to Grantor or in the case of any such mutilation, upon surrender of the Note, Grantor will execute and deliver in lieu thereof, a replacement Note identical in form

and substance to the one to be replaced and upon such execution and delivery all references in this Deed to the Note shall be deemed to refer to such replacement document.

4.07 Assignment. This Deed is assignable by Lender, and any assignment hereof by Lender shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Lender. Grantor's rights hereunder are not assignable by Grantor.

4.08 Re-appraisals. Grantor agrees that Lender may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Premises when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency, or at such other times as Lender may reasonably require. Appraisals shall be performed by an independent third party appraiser selected by Lender; property evaluations and appraisal reviews may be performed by third party appraisers or appraisers and staff of Lender. The fees, expenses and other cost of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Grantor. In addition, Grantor shall be responsible for payment of all fees and expenses of Lender and third parties relating to inspecting the Premises, environmental review, title policies and endorsements (or title searches, abstracts of title or legal opinions of title where applicable), and monitoring the payment of property taxes, and any governmental taxes, fees and recording costs relating to this Deed.

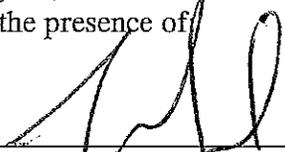
4.09 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Grantor under this Deed, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.10 Waiver. Grantor hereby represents and warrants to Lender that it has no defenses, set-off, or counterclaim of any kind or nature whatsoever against Lender with respect to the Loan Documents, or any action previously taken or not taken by Lender with respect thereto or with respect to any security interest, encumbrance, lien, or collateral in connection therewith to secure the Indebtedness.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Grantor has executed this Deed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of



Unofficial Witness

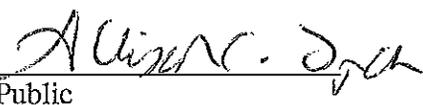
"Grantor":

REFRIGIWEAR SUPPORT SERVICES, LLC

By: 

Mark Silberman, a Member

[SEAL]



Notary Public

[NOTARY SEAL]



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 218 & 222, DISTRICT 13, SECTION 1, LUMPKIN COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE NORTH CORNER OF THE CURVED INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF ETHAN ALLEN DRIVE (60' R/W) WITH THE NORTH EASTERLY RIGHT OF WAY OF BREAKSTONE DRIVE (60' R/W); THENCE TRAVELING ALONG SAID CURVED INTERSECTION IN A SOUTHERLY DIRECTION FOR AN ARC DISTANCE OF 139.63 FEET TO A POINT; THENCE LEAVING SAID CURVED INTERSECTION AND TRAVELING ALONG THE NORTHEASTERLY RIGHT OF WAY OF BREAKSTONE DRIVE FOR A DISTANCE OF 307.63 FEET TO A 5/8 INCH REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY NORTH 42 DEGREES 52 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 477.13 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 36 DEGREES 41 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 878.68 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 71 DEGREES 07 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 155.27 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF BREAKSTONE DRIVE; THENCE TRAVELING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 396.75 FEET AND A RADIUS OF 361.63 FEET, BEING SUBTENDED BY A CHORD OF NORTH 77 DEGREES 26 MINUTES 31 SECONDS WEST A DISTANCE OF 377.15 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 46 DEGREES 00 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 465.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 7.183 ACRES AND IS DEPICTED ON THAT CERTAIN ALTA/NSPS PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADER, GRLS NO. 3033, DATED SEPTEMBER 23, 2016.

Exhibit B

1. All taxes for the year 2016 and subsequent years.
2. Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated December 3, 1968, recorded December 11, 1968, recorded in Deed Book S-2, Page 182, aforesaid Records.
3. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated August 27, 1969, recorded October 22, 1969, recorded in Deed Book T-2, Page 388, aforesaid Records.
4. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated June 26, 1971, filed for record August 6, 1971 at 9:00 a.m., recorded in Deed Book X-2, Page 373, aforesaid Records.
5. Right-of-Way Easement from Mrs. Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated June 16, 1971, recorded in Deed Book X-2, Page 374, aforesaid Records.
6. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated October 4, 1972, filed for record October 13, 1972 at 9:00 a.m., recorded in Deed Book B-3, Page 414, aforesaid Records.
7. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated September 3, 1974, filed for record November 1, 1974 at 8:30 a.m., recorded in Deed Book H-3, Page 421, aforesaid Records.
8. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated August 23, 1976, filed for record September 27, 1976 at 9:30 a.m., recorded in Deed Book M-3, Page 286, aforesaid Records.
9. Right-of-Way Easement from Mrs. Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated May 20, 1977, filed for record July 18, 1977 at 8:30 a.m., recorded in Deed Book P-3, Page 428, aforesaid Records.
10. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated June 29, 1977, filed for record November 28, 1977 at 8:30 a.m., recorded in Deed Book Q-3, Page 769, aforesaid Records.
11. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated May 24, 1978, filed for record July 17, 1978 at 8:30 a.m., recorded in Deed Book T-3, Page 308, aforesaid Records.
12. Right-of-Way Easement from Fannie Bell Jones to Sawnee Electric Membership Corporation, a corporation, dated March 29, 1983, filed for record April 14, 1983 at 10:00 a.m., recorded in Deed Book L-4, Page 12, aforesaid Records.
13. Right-of-Way Easement from Development Authority of Lumpkin County to Sawnee Electric Membership Corporation, a corporation, dated April 30, 1986, filed for record June 2, 1986 at 8:30 a.m., recorded in Deed Book Q-5, Page 269, aforesaid Records.
14. Right-of-Way Easement from Development Authority of Lumpkin County to Sawnee Electric Membership Corporation, dated August 5, 1987, filed for record September 18, 1987 at 12:00 Noon, recorded in Deed Book X-6, Page 238, aforesaid Records.
15. Those matters as disclosed by that certain survey entitled "ALTA/NSPS Land Title Survey Refrigiwear Support Services, LLC; Atlantic Capital Bank, N.A. & First American Title Insurance Company", prepared by LandPro Surveying and Mapping, bearing the seal and

certification of James H. Rader, Georgia Registered Land Surveyor No. 3033, dated September 23, 2016, last revised September 27, 2016, being designated as Project No. 20160923, as follows:

- (1) Fences crossing the northeasterly boundary line of subject property;
- (2) Sign encroaching onto the Right-of-Way of Breakstone Drive; and
- (3) Parking lot encroaching into the Right-of-Way of Breakstone Drive.

PURCHASER'S AFFIDAVIT REGARDING BROKERS

The undersigned deponent, Marc Silberman (the "Deponent"), having personally appeared before the undersigned notary public and first having been duly sworn according to law, deposes and says under oath as follows:

1. Deponent is presently the Member of REFRIGIWEAR SUPPORT SERVICES, LLC, a Georgia limited liability company (the "Purchaser"). In such capacity, the Deponent has personal knowledge of the facts sworn to in this affidavit and such facts are true and correct.

2. Purchaser is this day purchasing from DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, a Georgia public body politic ("Seller") certain real estate, a description of which is set forth on Exhibit A attached hereto and made a part hereof (the "Property").

3. With respect to the Property, Purchaser has not entered into any written agreement with, or otherwise engaged the services of, any commercial real estate broker for the payment of a real estate commission or fee relating to the purchase, sale, management, leasing or other licensed services pertaining to Commercial Real Estate (as defined in O.C.G.A. § 44-14-601(3)), and Purchaser has received no notice of any lien for any such services. This Affidavit is given to induce a title insurance company to permit a policy or policies of title insurance to be issued without exception for any possible lien arising from the Commercial Real Estate Broker Lien Act (O.C.G.A. § 44-14-600 *et seq.*).

4. This affidavit is made to induce Seller to sell the Property; to induce the title insurance company to issue its owner's policy insuring Purchaser; and to induce the attorney certifying title so to certify.

[Signature on Following Page]

[Signature Page to Purchaser's Affidavit Regarding Brokers]

Mary Subera
Deponent

Sworn to and subscribed before me
this 6 day of October, 2016.

Allison C. Lynch
Notary Public



Exhibit "A"
Legal Description

All that lot, tract or parcel of land lying, situate and being in land lots 218 and 222 of the 13th District, 1st Section of Lumpkin County, Georgia, and being all of Lot 13 and Lot 14 of Lumpkin County Industrial Park, consisting of 7.17 acres, more or less, as shown on a plat of survey for Industrial Development Authority of Lumpkin County prepared by Michael L. Scupin, Georgia Registered Land Surveyor, February 2, 1987, and recorded in Plat Book 18, Page 99, Lumpkin County Records, which plat is incorporated herein by reference for a more complete description.

AFFIDAVIT OF TITLE

STATE OF GEORGIA
COUNTY OF LUMPKIN

The undersigned deponents, Jim E. Higdon and Wyman Walden (the "Deponents") having personally appeared before the undersigned notary public and first having been duly sworn according to law, depose and say under oath as follows:

1. Deponents are presently the Chairman and Secretary of DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, a Georgia public body politic (the "Seller").

2. In such capacity, the Deponents have personal knowledge of the facts sworn to in this affidavit and such facts are true and correct.

3. The Seller is the owner of certain real estate, a description of which is set forth on Exhibit A attached hereto and made a part hereof (the "Property").

4. To Deponents' actual knowledge, the Seller is in open and exclusive possession of the Property. There are no tenancies/leases/occupancy rights created by, through, or under Seller in connection with the Property, except for those listed on Exhibit C attached hereto and incorporated herein by reference. There are no rights of first refusal or options to purchase the Property other than the option relative to the conveyance contemplated by the instant transaction.

5. To Deponents' actual knowledge, there are no suits, judgments, bankruptcies or executions pending against the Seller in any court whatsoever that could in any way affect the title to the Property or constitute a lien thereon.

6. The following Lease Agreements and Options to Purchase have terminated by their terms and are no longer of any force and effect:

- a. The Lease Agreement as evidenced by that certain Memorandum of Option Agreement by and between the Seller and Siemens Energy & Automation, Inc., dated August 27, 1997, recorded November 14, 1997 in Deed Book T-18, page 101 in the records of Lumpkin County, Georgia;
- b. Lease Agreement and Option to Purchaser by and between The Development Authority of Lumpkin County and Masterpiece Millwork, Inc., dated January 22, 2004, recorded May 27, 2004, in Deed Book 533, page 446 in the records of Lumpkin County, Georgia;
- c. Short Form of Lease, Option to Purchase and Right of First Refusal Agreement by and between Development Authority of Lumpkin County and Refrigiwear Associates, Inc. dated June 1, 2001, recorded August 18, 2011, recorded in Deed Book 1192, page 547 in the records of Lumpkin County, Georgia.

7. To Deponents' actual knowledge, there are no loan deeds, security deeds, trust deeds, mortgages, liens, taxes, or special or general assessments of any nature whatsoever unpaid or unsatisfied against the Property and no easements, agreements or other encumbrances affecting the title to the Property except as set forth on Exhibit B attached hereto and made a part hereof, and Seller shall do

nothing from the date hereof until the deed from Seller to Purchaser (as hereinafter defined) is recorded to create or permit any further liens or encumbrances against the Property.

8. Subsequent to **August 21, 2016**, the Seller has not executed any instruments or taken any actions which would affect the title to the Property or any portion thereof which remain unrecorded as of the date hereof.

9. No work, improvements and repairs have been made by or on behalf of the Seller to the Property within the last ninety-five (95) days immediately preceding the date hereof, or, if any work, improvements and repairs have been made by or on behalf of Seller, the same are complete and there are no unpaid bills incurred for labor, services and materials used in making improvements or repairs on the Property by or on behalf of the Seller or for the services of architects, surveyors or engineers employed by or on behalf of the Seller with respect thereto.

10. This affidavit is to induce the title company insuring the Property to issue its owner's policy insuring REFRIGIWEAR SUPPORT SERVICES, LLC, a Georgia limited liability company ("Purchaser") in the amount of said purchase price; to induce the attorney certifying title so to certify; and the Purchaser to purchase the Property.

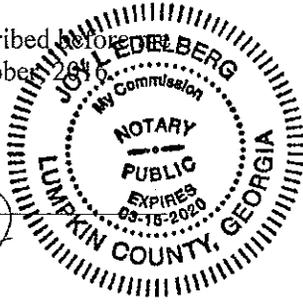
[SIGNATURE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO TITLE AFFIDAVIT]

Jimi E. Hiden
Deponent

Sworn to and subscribed before me
this 6th day of October, 2016.

[Signature]
Notary Public



Wyman Walden
Deponent

Sworn to and subscribed before me
this 6th day of October, 2016.

[Signature]
Notary Public

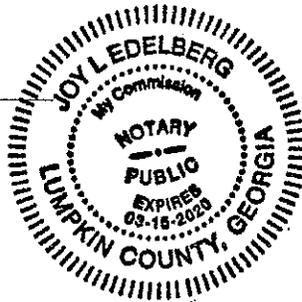


EXHIBIT A

(Legal Description)

All that lot, tract or parcel of land lying, situate and being in land lots 218 and 222 of the 13th District, 1st Section of Lumpkin County, Georgia, and being all of Lot 13 and Lot 14 of Lumpkin County Industrial Park, consisting of 7.17 acres, more or less, as shown on a plat of survey for Industrial Development Authority of Lumpkin County prepared by Michael L. Scupin, Georgia Registered Land Surveyor, February 2, 1987, and recorded in Plat Book 18, Page 99, Lumpkin County Records, which plat is incorporated herein by reference for a more complete description.

EXHIBIT B

(Permitted Exceptions)

1. All taxes for the year 2016 and subsequent years.
2. Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated December 3, 1968, recorded December 11, 1968, recorded in Deed Book S-2, Page 182, aforesaid Records.
3. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated August 27, 1969, recorded October 22, 1969, recorded in Deed Book T-2, Page 388, aforesaid Records.
4. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated June 26, 1971, filed for record August 6, 1971 at 9:00 a.m., recorded in Deed Book X-2, Page 373, aforesaid Records.
5. Right-of-Way Easement from Mrs. Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated June 16, 1971, recorded in Deed Book X-2, Page 374, aforesaid Records.
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8. Right-of-Way Easement from Development Authority of Lumpkin County to Sawnee Electric Membership Corporation, dated August 5, 1987, filed for record September 18, 1987 at 12:00 Noon, recorded in Deed Book X-6, Page 238, aforesaid Records.
9. All matters as shown on that certain ALTA/NSPS Land Title Survey prepared for Refrigiwear Support Services, LLC, Atlantic Capital Bank, N.A., a national banking association, its successors and assigns, and First American Title Insurance Company by LandPro Surveying and Mapping, Inc., James H. Radar, GRLS No. 3033, dated September 23, 2016, last revised September 27, 2016.

EXHIBIT C

(Leases)

None.

SELLER'S AFFIDAVIT REGARDING BROKERS

The undersigned deponents, Jim E. Higdon and Wyman Walden (the "Deponents"), having personally appeared before the undersigned notary public and first having been duly sworn according to law, depose and say under oath as follows:

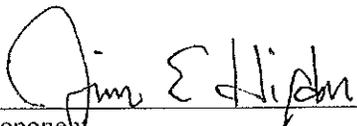
1. Deponents are presently the Chairman and Secretary of DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, a Georgia public body politic (the "Seller"), the owner of certain real estate a description of which is set forth on Exhibit "A" attached hereto and made a part hereof (the "Property"). In such capacity, the Deponents have personal knowledge of the facts sworn to in this affidavit and such facts are true and correct. Seller has agreed to sell the Property to REFRIGIWEAR SUPPORT SERVICES, LLC, a Georgia limited liability company ("Purchaser").

2. With respect to the Property, Seller has not entered into any written agreement with, or otherwise engaged the services of, any commercial real estate broker for the payment of a real estate commission or fee relating to the purchase, sale, management, leasing or other licensed services pertaining to Commercial Real Estate (as defined in O.C.G.A. § 44-14-601(3)). This affidavit is given to induce a title insurance company to permit a policy or policies of title insurance to be issued without exception for any possible lien arising from the Commercial Real Estate Broker Lien Act (O.C.G.A. § 44-14-600 *et seq.*).

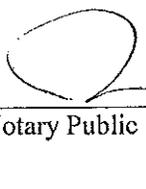
3. This affidavit is made to induce Purchaser to purchase the Property; to induce the title company to issue its owner's policy insuring Purchaser; and to induce the attorney certifying title so to certify.

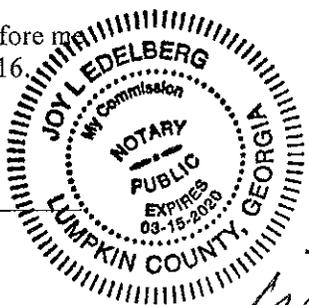
[Signature on Following Page]

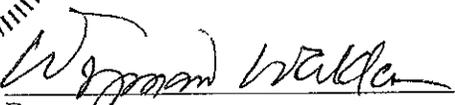
[Signature Page to Seller's Affidavit Regarding Brokers]


Deponent

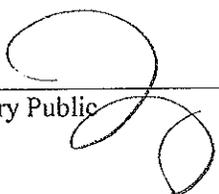
Sworn to and subscribed before me
this 6th day of October, 2016.


Notary Public




Deponent

Sworn to and subscribed before me
this 6th day of October, 2016.


Notary Public

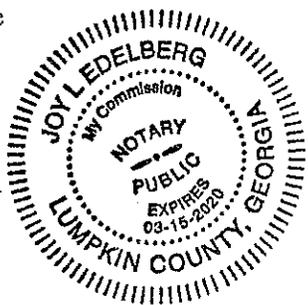


Exhibit "A"
Legal Description

All that lot, tract or parcel of land lying, situate and being in land lots 218 and 222 of the 13th District, 1st Section of Lumpkin County, Georgia, and being all of Lot 13 and Lot 14 of Lumpkin County Industrial Park, consisting of 7.17 acres, more or less, as shown on a plat of survey for Industrial Development Authority of Lumpkin County prepared by Michael L. Scupin, Georgia Registered Land Surveyor, February 2, 1987, and recorded in Plat Book 18, Page 99, Lumpkin County Records, which plat is incorporated herein by reference for a more complete description.

(The above space is reserved for recording information)

**This Document Prepared By and
After Recording, Return To:**
Hartman Simons & Wood LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339

AGREEMENT TO TERMINATE LEASE

THIS AGREEMENT TO TERMINATE LEASE (this "Agreement") is made effective this 7 day of October, 2016 (the "Effective Date") by and between DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, a Georgia public body politic ("Lessor"), and REFRIGIWEAR, INC., a Georgia corporation ("Lessee").

RECITALS

A. Lessor and Lessee entered into that certain Lease Agreement and Option to Purchase dated June 1, 2013 (the "Lease"), for premises known as Lots 13 and 14, Lumpkin County Industrial Park located in Lumpkin County, Georgia (the "Premises").

B. Lessor and Lessee desire to formally terminate the Lease of record and to mutually release each other from any claims, subject to the provisions in this Agreement.

NOW THEREFORE, in consideration of the matters set forth in the above preamble, the payment of Ten and No/100 Dollars (\$10.00) by Lessee to Lessor, and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Lease Termination. The parties acknowledge and agree that all of Lessee's rights and obligations under the Lease were terminated as of the date hereof (the "Termination Date").
2. Option to Purchase. The parties acknowledge and agree that the Option to Purchase under

said Lease has been transferred and assigned to Refrigiwear Support Services, LLC and remains valid.

3. No Continuing Obligations Under Lease; Mutual Release. As of the Termination Date as set forth herein, (i) all rights, duties, obligations and liabilities of Lessor and Lessee to each other arising from their relationship as Lessor and Lessee under the Lease will end; and (ii) Lessee will release and forever discharge Lessor, and Lessor will release and forever discharge Lessee, from all claims, actions, claims for relief, demands, damages, costs and expenses of whatever kind and nature, which Lessor and Lessee now have or which may subsequently accrue on account of or in any way arising from the Lease.
4. Binding Effect. This Agreement is binding on Lessor and Lessee and inures to the benefit of Lessor and Lessee and their successors and assigns.

[Signatures Begin on Following Page.]

IN WITNESS WHEREOF the undersigned have executed this Agreement on the day and year first above written.

LESSOR:

DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, a Georgia public body politic

By: Jim E. Higdon
Name: Jim E. Higdon
Title: Chairman

By: Wyman Walden
Name: Wyman Walden
Title: Secretary

Signed, sealed and delivered in the Presence of:

Debra Harris
Witness
[Signature]
Notary Public

(Signatures continued on next page)

LESSEE:

REFRIGIWEAR, INC., a Georgia corporation

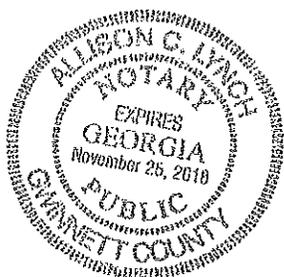
By: *Mark Silber*
Name: MARK SILBERMAN
Title: COO

[Composite Seal]

Signed, sealed and delivered in the
Presence of:

[Signature]
Witness

[Signature]
Notary Public



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> Allison Lynch Nelson Mullins Riley & Scarborough, LLP 201 17th Street, Suite 1700 Atlanta, Georgia 30363 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME REFRIGIWEAR SUPPORT SERVICES, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 165 Breakstone Drive		CITY Dahlonega	STATE GA	POSTAL CODE 30533
		COUNTRY USA		

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
		COUNTRY		

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ATLANTIC CAPITAL BANK, N.A.				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS Terminus 100, 3280 Peachtree Rd, NE, 16th Floor		CITY Atlanta	STATE GA	POSTAL CODE 30305
		COUNTRY USA		

4. COLLATERAL: This financing statement covers the following collateral:

All assets of Debtor, whether now owned or hereafter acquired and wherever located, and all proceeds, including all fixtures attached or to become attached to real property in Exhibit A attached hereto and incorporated herein by reference.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

41955/09026 Lumpkin County, GA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME REFRIGIWEAR SUPPORT SERVICES, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME *or* ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Debtor

16. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference.

17. MISCELLANEOUS:
41955/09026 Lumpkin County, GA

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 218 & 222, DISTRICT 13, SECTION 1, LUMPKIN COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE NORTH CORNER OF THE CURVED INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF ETHAN ALLEN DRIVE (60' R/W) WITH THE NORTH EASTERLY RIGHT OF WAY OF BREAKSTONE DRIVE (60' R/W); THENCE TRAVELING ALONG SAID CURVED INTERSECTION IN A SOUTHERLY DIRECTION FOR AN ARC DISTANCE OF 139.63 FEET TO A POINT; THENCE LEAVING SAID CURVED INTERSECTION AND TRAVELING ALONG THE NORTHEASTERLY RIGHT OF WAY OF BREAKSTONE DRIVE FOR A DISTANCE OF 307.63 FEET TO A 5/8 INCH REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY NORTH 42 DEGREES 52 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 477.13 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 36 DEGREES 41 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 878.68 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 71 DEGREES 07 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 155.27 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF BREAKSTONE DRIVE; THENCE TRAVELING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 396.75 FEET AND A RADIUS OF 361.63 FEET, BEING SUBTENDE BY A CHORD OF NORTH 77 DEGREES 26 MINUTES 31 SECONDS WEST A DISTANCE OF 377.15 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 46 DEGREES 00 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 465.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 7.183 ACRES AND IS DEPICTED ON THAT CERTAIN ALTA/NSPS PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADER, GRLS NO. 3033, DATED SEPTEMBER 23, 2016.

MARKED
PROFORMA
10-7-16

ENDORSEMENT NO. 1

Attached to Policy No. 5011313-0038364e

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

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

- (1) damage to an existing building located on the Land, or
- (2) enforced removal or alteration of an existing building located on the Land,

as a result of the exercise of the right of use or maintenance of the easements or encroachments referred to in Exceptions 4, 5, 6, 7, 8, 9, 10, 11(a), 11(b) and 11(c) of Schedule B, Part I for the purpose for which it was granted or reserved.

G:\GAI\ORDERS\3412-34484\34484(M)\EAS.DOC

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed hereto by its duly authorized officers.

FIRST AMERICAN TITLE INSURANCE COMPANY

SPECIMEN

BY: _____
CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

Q

ENDORSEMENT NO. 2

Attached to Policy No. 5011313-0038364e

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation of a Covenant that:
 - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
 - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
 - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
 - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. The Company insures against loss or damage sustained by reason of:
 - a. An encroachment of:
 - i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
 - ii. an Improvement located on adjoining land onto the Land at Date of Policy unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i. or 4.a.ii.;

- Continued on Attachment -

ATTACHMENT

First American Title Insurance Company
Endorsement No. 2 to to Policy No. 5011313-0038364e
CT#2-34484/8660.283
October 3, 2016
Page 2

- b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
- c. Damage to an Improvement located on the Land, at Date of Policy:
 - i. that is located on or encroaches onto that portion of the Land subject to an 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; or
 - ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
- 5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
 - d. contamination, explosion, fire, fracturing, vibration, earthquake or subsidence; or
 - e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed hereto by its duly authorized officers.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: **SPECIMEN**

CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

@

ENDORSEMENT NO. 3

Attached to Policy No. 5011313-0038364e

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey entitled "ALTA/NSPS Land Title Survey Refrigiwear Support Services, LLC; Atlantic Capital Bank, N.A. & First American Title Insurance Company", prepared by LandPro Surveying and Mapping, bearing the seal and certification of James H. Rader, Georgia Registered Land Surveyor No. 3033, dated September 23, 2016, last revised September 27, 2016, being designated as Project No. 20160923.

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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed hereto by its duly authorized officers.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: ~~BY: SPECIMEN~~

CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

ALTA Endorsement Form 25-06 - Same as Survey (10/16/08)

10/3/2016-jm-CT#2-34484/8660.283
ATLANTIC CAPITAL BANK, N.A.

ENDORSEMENT NO. 4

Attached to Policy No. 5011313-0038364e

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Breakstone Drive (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

G:\GA\ORDERS34\2-34484\34484(M)ACC.DOC

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed hereto by its duly authorized officers.

FIRST AMERICAN TITLE INSURANCE COMPANY

SPECIMEN

BY: _____
CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

Endorsement 17-06 (Access and Entry)

CP

ENDORSEMENT NO. 5

Attached to Policy No. 5011313-0038364e

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

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

1. Those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Tax Identification Numbers:

066 051
066 050

2. The easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes assessed against the servient estate.

G:\GA\ORDERS34\2-34484\34484(M)\TAX.DOC

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed hereto by its duly authorized officers.

FIRST AMERICAN TITLE INSURANCE COMPANY

SPECIMEN

BY: _____

**ALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY**

ALTA Endorsement 18.1-06 (Multiple Tax Parcel)

@

10/3/2016-jm-CT#2-34484/8660.283
ATLANTIC CAPITAL BANK, N.A.

ENDORSEMENT NO. 7

Attached to Policy No. 5011313-0038364e

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company hereby insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed hereto by its duly authorized officers.

FIRST AMERICAN TITLE INSURANCE COMPANY

SPECIMEN

BY: _____
CALLOWAY TITLE AND ESCROW, LLC
AUTHORIZED SIGNATORY

EP

ALTA LOAN POLICY FOR TITLE INSURANCE WITH GEORGIA MODIFICATIONS (6/17/06)-
10/4/16-et-FIRST AMERICAN TITLE INSURANCE COMPANY/CT#2-34484/8660.283

SCHEDULE A

POLICY NO.
5011313-0038364e

DATE OF POLICY:
Date and filing time of the deed to
secure debt, assignment of leases and
rents, security agreement and fixture
filing to be insured

AMOUNT OF INSURANCE:
\$1,750,000.00

1. Name of Insured.

Atlantic Capital Bank, N.A., a national banking association, its successors and/or assigns
as their interests may appear

2. The Title to the Fee Simple Estate in said land is at the date hereof vested in:

Refrigiwear Support Services, LLC, a Georgia limited liability company

3. The mortgage and assignments, if any, covered by this policy are described as follows:

DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING from Refrigiwear Support Services, LLC, a Georgia
limited liability company to Atlantic Capital Bank, N.A., a national banking association, its
successors and/or assigns as their interests may appear, dated October __, 2016, filed
for record October __, 2016 at __: __ .m., recorded in Deed Book ____, Page ____,
Records of Lumpkin County, Georgia.

TO SECURE: \$1,750,000.00

4. The land referred to in this Policy is located in the County of Lumpkin, State of Georgia,
and described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lots 218 and 222 of the 13th
District, 1st Section of Lumpkin County, Georgia, being more particularly described on
Exhibit "A" attached hereto and by this reference incorporated herein.

~~This is a Pro Forma Policy. It does not reflect the present state of the Title and is not a
Commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any
such Commitment must be an express written undertaking on appropriate forms of the
Company.~~

CALLOWAY TITLE AND ESCROW, LLC

AUTHORIZED SIGNATORY

Part I

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

1. All taxes for the year 2016 which are liens, and subsequent years, not yet due and payable.
2. This policy of title insurance affords assurance as to the location of the boundary lines of subject property, but does not insure the engineering calculations in computing the exact amount of acreage contained therein.
3. Riparian rights incident to the premises.
4. Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated December 3, 1968, recorded December 11, 1968, recorded in Deed Book S-2, Page 182, Records of Lumpkin County, Georgia.

NOTE: By letter dated October 3, 2016, the Sawnee EMC claims no further interest other than the right to own, operate, maintain, rebuild, renew, upgrade and modify the existing facilities located on the tract of land.

5. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated August 27, 1969, recorded October 22, 1969, recorded in Deed Book T-2, Page 388, aforesaid Records.

NOTE: By letter dated October 3, 2016, the Sawnee EMC claims no further interest other than the right to own, operate, maintain, rebuild, renew, upgrade and modify the existing facilities located on the tract of land.

6. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated June 26, 1971, filed for record August 6, 1971 at 9:00 a.m., recorded in Deed Book X-2, Page 373, aforesaid Records.

NOTE: By letter dated October 3, 2016, the Sawnee EMC claims no further interest other than the right to own, operate, maintain, rebuild, renew, upgrade and modify the existing facilities located on the tract of land.

7. Right-of-Way Easement from Mrs. Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated June 16, 1971, recorded in Deed Book X-2, Page 374, aforesaid Records.

NOTE: By letter dated October 3, 2016, the Sawnee EMC claims no further interest other than the right to own, operate, maintain, rebuild, renew, upgrade and modify the existing facilities located on the tract of land.

8. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated October 4, 1972, filed for record October 13, 1972 at 9:00 a.m., recorded in Deed Book B-3, Page 414, aforesaid Records.

NOTE: By letter dated October 3, 2016, the Sawnee EMC claims no further interest other than the right to own, operate, maintain, rebuild, renew, upgrade and modify the existing facilities located on the tract of land.

9. Right-of-Way Easement from Development Authority of Lumpkin County to Sawnee Electric Membership Corporation, a corporation, dated April 30, 1986, filed for record June 2, 1986 at 8:30 a.m., recorded in Deed Book Q-5, Page 269, aforesaid Records.

NOTE: By letter dated October 3, 2016, the Sawnee EMC claims no further interest other than the right to own, operate, maintain, rebuild, renew, upgrade and modify the existing facilities located on the tract of land.

10. Right-of-Way Easement from Development Authority of Lumpkin County to Sawnee Electric Membership Corporation, dated August 5, 1987, filed for record September 18, 1987 at 12:00 Noon, recorded in Deed Book X-6, Page 238, aforesaid Records.

NOTE: By letter dated October 3, 2016, the Sawnee EMC claims no further interest other than the right to own, operate, maintain, rebuild, renew, upgrade and modify the existing facilities located on the tract of land.

11. Those matters as disclosed by that certain survey entitled "ALTA/NSPS Land Title Survey Refrigiwear Support Services, LLC; Atlantic Capital Bank, N.A. & First American Title Insurance Company", prepared by LandPro Surveying and Mapping, bearing the seal and certification of James H. Rader, Georgia Registered Land Surveyor No. 3033, dated September 23, 2016, last revised September 27, 2016, being designated as Project No. 20160923, as follows:

- (a) Fences crossing the northeasterly boundary line of subject property;
- (b) Sign encroaching onto the Right-of-Way of Breakstone Drive; and
- (c) Parking lot encroaching into the Right-of-Way of Breakstone Drive.

AS A MATTER OF INFORMATION:

- (a) Fifty (50') foot building setback line along the Right-of-Way of Breakstone Drive; and
- (b) Ten (10') foot building setback lines along the northwesterly, northeasterly and easterly boundary lines of subject property.

Part II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest.

1. Unrecorded Lease in favor of Refrigiwear, Inc.; as evidenced by that certain Subordination, Non-Disturbance and Attornment Agreement by and between _____ and _____, dated October __, 2016, filed for record October __, 2016 at __: __ .m., recorded in Deed Book ____, Page ____, Records of Lumpkin County, Georgia.

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2) ucc _____ / _____

3) ucc _____

EXHIBIT "A"

~~ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 218 & 222, DISTRICT 13, SECTION 1, LUMPKIN COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:~~

~~TO FIND THE POINT OF BEGINNING, COMMENCE AT THE NORTH CORNER OF THE CURVED INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF ETHAN ALLEN DRIVE (60' R/W) WITH THE NORTH EASTERLY RIGHT OF WAY OF BREAKSTONE DRIVE (60' R/W); THENCE TRAVELING ALONG SAID CURVED INTERSECTION IN A SOUTHERLY DIRECTION FOR AN ARC DISTANCE OF 139.63 FEET TO A POINT; THENCE LEAVING SAID CURVED INTERSECTION AND TRAVELING ALONG THE NORTHEASTERLY RIGHT OF WAY OF BREAKSTONE DRIVE FOR A DISTANCE OF 307.63 FEET TO A 5/8 INCH REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING;~~

~~THENCE LEAVING SAID RIGHT OF WAY NORTH 42 DEGREES 52 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 477.13 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 36 DEGREES 41 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 878.68 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 71 DEGREES 07 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 155.27 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF BREAKSTONE DRIVE; THENCE TRAVELING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 396.75 FEET AND A RADIUS OF 361.63 FEET, BEING SUBTENDED BY A CHORD OF NORTH 77 DEGREES 26 MINUTES 31 SECONDS WEST A DISTANCE OF 377.15 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 46 DEGREES 00 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 465.25 FEET TO THE POINT OF BEGINNING.~~

~~SAID TRACT OR PARCEL OF LAND CONTAINS 7.183 ACRES AND IS DEPICTED ON THAT CERTAIN ALTA/NSPS PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADER, GRLS NO. 3033, DATED SEPTEMBER 23, 2016.~~

INSURED
LEGAL
JAMES H S
INSURED
DSD

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Allison Lynch Nelson Mullins Riley & Scarborough, LLP 201 17th Street, Suite 1700 Atlanta, Georgia 30363</p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
REFRIGIWEAR SUPPORT SERVICES, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
165 Breakstone Drive	Dahlonega	GA	30533	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
ATLANTIC CAPITAL BANK, N.A.				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
Terminus 100, 3280 Peachtree Rd, NE, 16th Floor	Atlanta	GA	30305	USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets of Debtor, whether now owned or hereafter acquired and wherever located, and all proceeds.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

41955/09026 Lumpkin County, GA

After recording return to:

Calloway Title and Escrow, LLC
4170 Ashford-Dunwoody Road
Suite 525
Atlanta, Georgia 30319

STATE OF GEORGIA
COUNTY OF Lumpkin

LIMITED WARRANTY DEED

THIS INDENTURE, made this 6th day of October, 2016, from **DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY**, a Georgia public body politic (herein called "Grantor"), to **REFRIGIWEAR SUPPORT SERVICES, LLC**, a Georgia limited liability company (herein called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

This Deed and the warranty of title contained herein are made expressly subject to the items set forth on Exhibit "B" attached hereto and made a part hereof (collectively, the "Permitted Title Exceptions").

Subject to the Permitted Title Exceptions, Grantor will warrant and forever defend the right and title to the above described land unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, a Georgia public body politic

By: Jim E. Higdon (Seal)
Name: Jim E. Higdon
Title: Chairman

By: Wyman Walden (Seal)
Name: Wyman Walden
Title: Secretary

Signed, sealed and delivered in the presence of:

Geneva Harris
Unofficial Witness

[Signature]
Notary Public

My Commission expires: _____

(Notary Seal)

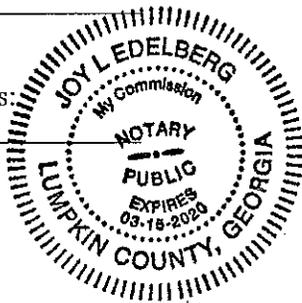


Exhibit "A"
to
Limited Warranty Deed

Legal Description

All that lot, tract or parcel of land lying, situate and being in land lots 218 and 222 of the 13th District, 1st Section of Lumpkin County, Georgia, and being all of Lot 13 and Lot 14 of Lumpkin County Industrial Park, consisting of 7.17 acres, more or less, as shown on a plat of survey for Industrial Development Authority of Lumpkin County prepared by Michael L. Scupin, Georgia Registered Land Surveyor, February 2, 1987, and recorded in Plat Book 18, Page 99, Lumpkin County Records, which plat is incorporated herein by reference for a more complete description.

Exhibit "B"
to
Limited Warranty Deed
Permitted Title Exceptions

1. All taxes for the year 2016 and subsequent years.
2. Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated December 3, 1968, recorded December 11, 1968, recorded in Deed Book S-2, Page 182, aforesaid Records.
3. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated August 27, 1969, recorded October 22, 1969, recorded in Deed Book T-2, Page 388, aforesaid Records.
4. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated June 26, 1971, filed for record August 6, 1971 at 9:00 a.m., recorded in Deed Book X-2, Page 373, aforesaid Records.
5. Right-of-Way Easement from Mrs. Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated June 16, 1971, recorded in Deed Book X-2, Page 374, aforesaid Records.
6. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated October 4, 1972, filed for record October 13, 1972 at 9:00 a.m., recorded in Deed Book B-3, Page 414, aforesaid Records.
7. Right-of-Way Easement from Development Authority of Lumpkin County to Sawnee Electric Membership Corporation, a corporation, dated April 30, 1986, filed for record June 2, 1986 at 8:30 a.m., recorded in Deed Book Q-5, Page 269, aforesaid Records.
8. Right-of-Way Easement from Development Authority of Lumpkin County to Sawnee Electric Membership Corporation, dated August 5, 1987, filed for record September 18, 1987 at 12:00 Noon, recorded in Deed Book X-6, Page 238, aforesaid Records.
9. All matters as shown on that certain ALTA/NSPS Land Title Survey prepared for Refrigiwear Support Services, LLC, Atlantic Capital Bank, N.A., a national banking association, its successors and assigns, and First American Title Insurance Company by LandPro Surveying and Mapping, Inc., James H. Radar, GRLS No. 3033, dated September 23, 2016, last revised September 27, 2016.

BILL OF SALE

This Bill of Sale (the “**Bill of Sale**”) is made and entered into October 7, 2016, by and between DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, a Georgia public body politic (“**Assignor**”), and REFRIGIWEAR SUPPORT SERVICES, LLC, a Georgia limited liability company (“**Assignee**”).

In consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver to Assignee, its successors and assigns, all items of Personal Property (as defined in the Agreement referred to below), if any, owned by Assignor and situated upon and used exclusively in connection with the Land (as defined in the Agreement) and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, including, without limitation, the Personal Property identified in Exhibit B, if any, attached hereto and made a part hereof for all purposes (collectively, the “**Personal Property**”).

This Bill of Sale is made subject, subordinate and inferior to the easements, covenants and other matters and exceptions set forth on Exhibit C, if any, attached hereto and made a part hereof for all purposes.

In no event shall this Bill of Sale expand or be construed to expand the rights and obligations of Assignor or Assignee under that certain Lease Agreement with Option to Purchase, having an effective date of June 1, 2013, by and between Assignor and Refrigiwear, Inc., a Georgia corporation, as assigned to Assignee pursuant to that certain Assignment and Assumption of Lease Agreement and Option to Purchase of event date herewith (collectively, the “**Agreement**”).

This Bill of Sale shall be governed and construed in accordance with the laws of the State of Georgia, without reference to choice of law principles or conflicts of law principles of such state. This Bill of Sale may be executed in multiple counterparts.

[The remainder of the page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale to be executed under seal on the date and year first above written.

ASSIGNOR:

DEVELOPMENT AUTHORITY OF LUMPKIN
COUNTY, a Georgia public body politic

By: Jim E. Higdon (Seal)
Name: Jim E. Higdon
Title: Chairman

By: Wyman Walden (Seal)
Name: Wyman Walden
Title: Secretary

[Signatures Continue on Following Page]

[Signature Page to Bill of Sale]

ASSIGNEE:

REFRIGIWEAR SUPPORT SERVICES, LLC, a
Georgia limited liability company

By: Mark Silberman (Seal)
Name: MARK SILBERMAN
Title: MEMBER

Exhibit "A"

to

Bill of Sale

Land

All that lot, tract or parcel of land lying, situate and being in land lots 218 and 222 of the 13th District, 1st Section of Lumpkin County, Georgia, and being all of Lot 13 and Lot 14 of Lumpkin County Industrial Park, consisting of 7.17 acres, more or less, as shown on a plat of survey for Industrial Development Authority of Lumpkin County prepared by Michael L. Scupin, Georgia Registered Land Surveyor, February 2, 1987, and recorded in Plat Book 18, Page 99, Lumpkin County Records, which plat is incorporated herein by reference for a more complete description.

Exhibit "B"

to

Bill of Sale

List of Personal Property

NONE

Exhibit "C"
of
Bill of Sale

Permitted Title Exceptions

1. All taxes for the year 2016 and subsequent years.
2. Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated December 3, 1968, recorded December 11, 1968, recorded in Deed Book S-2, Page 182, aforesaid Records.
3. Right-of-Way Easement from Robert Jones to Sawnee Electric Membership Corporation, a corporation, dated August 27, 1969, recorded October 22, 1969, recorded in Deed Book T-2, Page 388, aforesaid Records.
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