

Faber Mabe, LLC  
3615 Braselton Hwy  
Suite 203  
Dacula, GA 30019  
(678) 821-9529

ALTA Combined Settlement Statement

File #:	215-00001	Property	See Addendum	Settlement Date	06/30/2022
Prepared:	06/28/2022	Buyer	ATL Stratford SFH, LLC	Disbursement Date	06/30/2022
Escrow Officer:			6030 Unity Drive Suite G Norcross, GA 30071		
		Seller	Buckhead Stratford Investors, LLC 1100 Peachtree Street NE Suite 800 Atlanta, GA 30309-4516		
		Lender	Quantum National Bank 505 Peachtree Industrial Boulevard Suwanee, GA 30024		

Seller			Buyer	
Debit	Credit		Debit	Credit
		<b>Primary Charges &amp; Credits</b>		
	\$2,300,000.00	Sales Price of Property	\$2,300,000.00	
		Deposit		\$50,000.00
		Loan Amount		\$1,840,000.00
		Commitment Fee		\$10,000.00
		<b>Prorations/Adjustments</b>		
\$13,782.13		City/Town Taxes 01/01/2022 to 06/30/2022		\$13,782.13
\$4,245.45		County Taxes 01/01/2022 to 06/30/2022		\$4,245.45
\$700.00		Credit for July Rent Received-3604		\$700.00
\$775.00		Credit for July Rent Received-3612		\$775.00
\$10,565.65		Security Deposits		\$10,565.65
\$964.90		Solid Waste 01/01/2022 to 06/30/2022		\$964.90
		<b>Loan Charges</b>		
		Appraisal Fee to Pendley	\$1,800.00	
		Doc Prep Fee to Quantum National Bank	\$550.00	
		Flood Certification Fee to Quantum National Bank	\$80.00	
		Future Release Fee to Quantum National Bank	\$100.00	
		Loan fee to Quantum National Bank	\$13,800.00	
		<b>Payoffs/Payments</b>		
\$836,978.29		Payoff to Ameris Bank		
		<b>Government Recording and Transfer Charges</b>		
		Recording Fees	\$75.00	
		---Deed: \$25.00		
		---Mortgage: \$50.00		
		Intangible Tax (State Security Instrument Taxes) to Fulton County Recording Office	\$5,520.00	
\$2,300.00		Real Estate Transfer Tax (State Deed Taxes) to Fulton County Recording Office		
		<b>Commissions</b>		
\$115,000.00		Listing Agent Commission to D.L. Crawford Associates, Inc.		

Seller			Buyer	
Debit	Credit		Debit	Credit
		Title Charges		
		Title - Lender's Title Policy to Investors Title Insurance Company	\$4,810.00	
		Title - Settlement or Closing Fee to Faber Mabe, LLC	\$1,800.00	
		Title - Owner's Title Policy to Investors Title Insurance Company	\$5,158.00	
		Title Exam Fee to K&J Title Works, Inc.	\$866.50	
		Miscellaneous Charges		
\$2,709.25		Past Due City of Atlanta taxes (17 0063-0003-021-1) to Fulton County Tax Commissioner (estimate)		
\$834.56		Past Due Fulton County taxes (17 0063-0003-021-1) to Fulton County Tax Commissioner (estimate)		
Seller			Buyer	
Debit	Credit		Debit	Credit
\$988,855.23	\$2,300,000.00	Subtotals	\$2,334,559.50	\$1,931,033.13
		Due from Buyer		\$403,526.37
\$1,311,144.77		Due to Seller		
\$2,300,000.00	\$2,300,000.00	Totals	\$2,334,559.50	\$2,334,559.50

#### Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We/I authorize Faber Mabe, LLC to cause the funds to be disbursed in accordance with this statement.

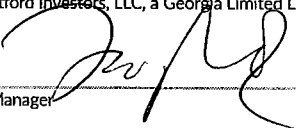
ATL Stratford SFH, LLC, a Georgia Limited Liability Company

By: CentryStone Capital, LLC, a Georgia limited liability company, its Manager

Buckhead Stratford Investors, LLC, a Georgia Limited Liability Company

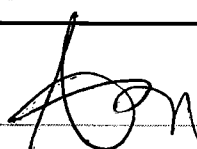
By:   
Zhaoji Shen, Manager

6/30/22  
Date

By:   
Leo Rose, III, Manager

6/30/22  
Date

Settlement Agent



6/30/22  
Date

## ACKNOWLEDGMENT AND RECEIPT OF SETTLEMENT STATEMENT

Date: 06/30/2022

Lender: Quantum National Bank

Purchaser/Borrower: ATL Stratford SFH, LLC

Seller: Buckhead Stratford Investors, LLC and

Property: 3604, 3612, 3660, and 3643 N Stratford Road, Atlanta, GA 30342

Purchaser and Seller acknowledge that each has received, reviewed, and approved the entries appearing on the Settlement Statement. Purchaser/Borrower acknowledges receipt of the Borrower's Closing Disclosure (CD) (if applicable) at least 3 days prior to consummation of the loan transaction. Purchaser further acknowledges receipt and disbursement on his or her behalf of the loan proceeds in full. Seller acknowledges receipt and payment in full of the proceeds due Seller from the settlement. Seller warrants the correctness of all payoff amounts for outstanding liens, encumbrances, loans, outstanding homeowner's association dues and property taxes against the property; if any deficiency occurs, Seller shall promptly remit the same to the settlement agent. All parties acknowledge that all disbursements by Faber Mabe, LLC ("FM Law") are made subject to the collection on any instrument presented to FM Law for amounts due in connection with the settlement contemplated hereby.

Each party authorizes FM Law to release any closing disclosures, settlement statements, disbursement summaries, closing documents, other documents and/or information related to or arising out of the transaction to the other party and to third parties related to the transaction, including but not limited to, underwriters, appraisers, insurance providers, utility companies, homeowner's associations or their management companies, etc.

If the proration of taxes and assessments was made based on estimated amounts prior to receipt of current actual bills, Purchaser and Seller agree to adjust the prorations between themselves when current actual bills are received. Purchaser acknowledges responsibility to pursue the tax bill(s) which may be issued on the Property after closing and acknowledges responsibility for payment thereof. Seller agrees to forward any tax notices and bills to Purchaser immediately upon receipt thereof. Seller shall immediately pay to the appropriate governmental entity any taxes or special assessments, including any additional taxes and/or penalties resulting from any reassessment or rebill for years prior to the closing. In the event a reassessment or rebill occurs for the year of closing, then Purchaser shall make payment thereof and Seller shall pay to Purchaser the adjusted prorated amount due after receiving notice of the additional amount due. FM Law bears no responsibility for any such rebill or reassessment and any information/assistance provided by FM Law is provided as an accommodation only and not a result of any obligation or duty to do so.

If taxes for the current year are not yet due and payable at the time of closing, Seller assigns the liability for the payment of the property taxes for the current year to the Purchaser and Purchaser accepts such assignment, subject to any required re-prorations or adjustments.

Purchaser and Seller acknowledge that FM Law and Lender make no representations as to the status of any outstanding or past due water, sewerage or other utility bills applicable to the property. The status of such items shall be determined by and are the responsibility of the Purchaser and Seller.

Purchaser and Seller agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions. Any excess recording costs are inadvertent and will be refunded upon written request.

The undersigned parties acknowledge that FM Law was designated to close this transaction by and on behalf of the lender. FM Law did not represent Purchaser or Seller in connection with this transaction regardless of who may have paid fees or received recommendations in connection with the closing of the Property. The undersigned finally acknowledges that they did not receive or rely upon any advice from FM Law regarding this transaction and that such advice, if obtained was provided by an attorney other than FM Law.

Faber Mabe, LLC is an agent of the title insurance company shown on the settlement statement and is compensated by that company.

Purchaser hereby acknowledges that a real property tax return and/or application for homestead exemption is required by law to obtain such status, and is to be filed with the tax collector for the county in which the property lies and that such filings are the sole responsibility of Purchaser.

Seller further agrees to reimburse Purchaser for any penalties caused by Seller's failure to file a proper and timely tax return. In the event Seller is currently receiving any improper exemption benefit for taxes on the Property, Seller hereby agrees to pay any additional amounts owed, for any time prior to the closing date, promptly upon receipt of notice from the Tax Commissioner's Office and to indemnify and hold harmless Purchaser, Lender and FM Law for any such re-bill, re-assessment or additional amount owed due to the removal of such improper exemption benefit.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof, the terms and conditions contained therein shall survive the closing and shall not merge upon delivery of the Deed unless otherwise stated in the contract.

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If the undersigned seller is subject to form 1099 reporting requirements, then this form shall serve as a substitute form 1099 in compliance with 26 C.F.R. .6045-4(m). If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Sale Price of Property constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: If this real estate was your personal residence, please check with your tax advisor on whether any reportable taxable gain component exists under current exclusion guidelines for the sale of personal residences. For other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). You are required by law to provide Faber Mabe, LLC with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

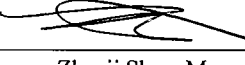
POWER OF ATTORNEY: The undersigned hereby constitute(s) and appoint(s) Faber Mabe, LLC as their lawful attorney-in-fact for the sole purpose of correcting any minor clerical errors in notes, security instruments, deeds, settlement statements or any other closing documents required to complete the transaction contemplated hereby and to sign or initial where changes are made as our attorney-in-fact may deem necessary. No changes shall be made to any document(s) which materially alters the terms of the closing contemplated hereby.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

PURCHASER:

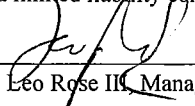
ATL STRATFORD SFH, LLC,  
a Georgia limited liability company

By: CentryStone Capital, LLC, a Georgia  
limited liability company, its Manager

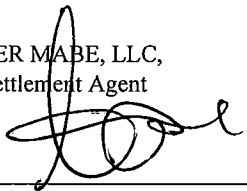
By:  (SEAL)  
Zhaoji Shen, Manager

SELLER:

BUCKHEAD STRATFORD INVESTORS, LLC,  
a Georgia limited liability company

By:  (SEAL)  
Leo Rose III, Manager

FABER MABE, LLC,  
As Settlement Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

After recording, return to:

Faber Mabe, LLC  
3615 Braselton Hwy  
Suite 203  
Dacula, Georgia 30019  
File: 215-00001  
Parcel: 17 -0044-0003-031-4

**LIMITED WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made between

Buckhead Stratford Investors, LLC, a Georgia limited liability company

as party or parties of the first part, hereinafter called Grantor, and

ATL Stratford SFH, LLC, a Georgia limited liability company

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described real property:

All that tract or parcel of land lying and being in Land Lots 44, 62, and 63 of the 17<sup>th</sup> District, Fulton County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH any and all the rights, privileges, easements, improvements and appurtenances to the same belonging.

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "B" attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

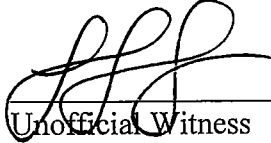
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor.

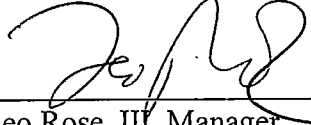
[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

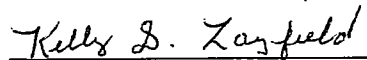
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the 30th day of June, 2022.

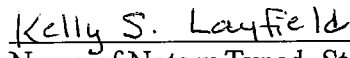
Signed, sealed and delivered  
in the presence of:

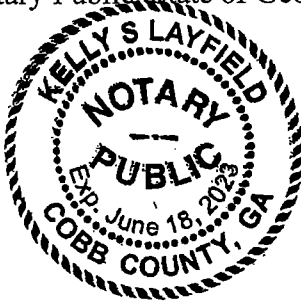
GRANTOR  
BUCKHEAD STRATFORD INVESTORS, LLC,  
a Georgia limited liability company

  
Unofficial Witness

By:  (SEAL)  
Leo Rose, III, Manager

  
Notary Public

  
Name of Notary Typed, Stamped, or Printed  
Notary Public, State of Georgia



**EXHIBIT "A"**  
**Property Description**

**Closing Date:** June 30, 2022  
**Buyer(s):** ATL Stratford SFH, LLC  
**Property Address:** Property 1: 3643 N. Stratford Road, Atlanta, GA 30342  
Property 2: 3660 N. Stratford Road, Atlanta, GA 30342  
Property 3: 3604 N. Stratford Road, Atlanta, GA 30342  
Property 4: 3612 N. Stratford Road, Atlanta, GA 30342

**PROPERTY DESCRIPTION:**

**Property 1:**

All that tract or parcel of land lying and being in Land Lot 44, 17th District of Fulton County, Georgia, being Lot 5, Property of Frances A. Malone Subdivision, as per plat recorded at Plat Book 55, Page 16, Fulton County, Georgia, records, and being known as 3643 N. Stratford Road, NE. Atlanta, Georgia 30342, according to the present system of numbering houses.

**Property 2:**

All that tract or parcel of land lying and being in Land Lot 63, of the 17th District of Fulton County, Georgia, and known as Lot 23 of the Stratford Hills Annex Subdivision by John C. Wayt per plat recorded in Plat Book 18, Page 39, Fulton County, Georgia records, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 3:**

All that tract or parcel of land lying and being in Land Lots 62 and 63 of the 17th District of Fulton County, Georgia, being Lot 19 of Stratford Hills Annex as shown by a plat thereof recorded in Plat Book 22, Page 32, Fulton County, Georgia Records, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 4:**

All that tract or parcel of land lying and being in the City of Atlanta, in the Land Lot 63 of the 17th District of Fulton County, Georgia, being all of Lot No.20 and the south half of lot 21 as per plat of Stratford Hills Annex (property of John C. Wayt) revised January 18, 1940, and recorded in Plat Book 22, Page 32, Fulton County records, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.



**EXHIBIT "B"**  
**PERMITTED TITLE EXCEPTIONS**

1. Taxes for the year 2022 and subsequent years, not yet due and payable.
2. Tenants in possession under unrecorded leases.

Additional Exceptions:

Affecting Property 1:

- A. All matters as shown on that plat recorded in Plat Book 55, Page 16, Fulton County, Georgia Records.

Affecting Property 2:

- A. All matters as shown on that plat recorded in Plat Book 18, page 39, Fulton County, Georgia Records.
- B. Sewer Easement from Mrs. R.A. Burnett to Fulton County dated August 18, 1949 recorded in Deed Book 2488, page 250, aforesaid records.

Affecting Property 3:

- A. All matters as shown on plat recorded in Plat Book 22, Page 32, aforesaid Records.

Affecting Property 4:

- A. All matters as shown on plat recorded in Plat Book 22, Page 32, aforesaid Records.
- B. All matters as shown on that survey prepared by Streetsmarts, David Lee Cyphers, Georgia Registered Land Surveyor No. 2464, dated September 2, 1999, last revised September 21, 1999.

**AFTER RECORDING, RETURN TO:**

FABER MABE, LLC

3615 Braselton Highway, Suite 203

Dacula, Georgia 30019

File: 215-00001

Parcel: 17 -0044-0003-031-4; 17 -0063-0003-017-9; 17 -0063-0003-031-0; 17 -0063-0003-021-1

Loan Amount: \$1,840,000.00

Maturity Date: June 30, 2027

**DEED TO SECURE DEBT AND SECURITY AGREEMENT**

THIS INDENTURE (hereinafter sometimes referred to as the "Security Deed" or "Deed to Secure Debt and Security Agreement"), made as of the **30th** day of **June, 2022**, by and between **ATL Stratford SFH, LLC** a Georgia Limited Liability Company (hereinafter called "Grantor"), with an address of 6030 Unity Drive, Suite G, Norcross, GA 30071, and **QUANTUM NATIONAL BANK** (hereinafter called "Grantee"), with an address of 505 Peachtree Industrial Boulevard, Suwanee, Georgia 30024;

**W I T N E S S E T H:**

That for and in consideration of the sum of ONE HUNDRED AND NO/100THS DOLLARS (\$100.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Grantor hereinafter set forth, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all of the following described land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred to as the "Property"):

(a) All that certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating

plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes owned by Grantor and attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, building supplies and materials, books and records, chattels, inventory, accounts, consumer goods, general intangibles and personal property of every kind and nature whatsoever owned by Grantor and now or hereafter located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land and the improvements located from time to time thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a permitted sale of any of the foregoing, all tradenames, trademarks, servicemarks, logos, and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land and the improvements located thereon or any part thereof and are now or hereafter acquired by Grantor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Security Deed. The location of the above-described collateral is also the location of the Land.

(c) All building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, construction of the buildings and improvements upon the Land and which are now or hereafter owned by Grantor;

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof or appurtenant to the title to the Land, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor; and

(e) All income, rents, issues, profits and revenues of the Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Grantor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor in and to the same; reserving only the right to Grantor to collect the same so long as an Event of Default has not occurred hereunder.

(f) All products and/or proceeds of any of the foregoing, including without limitation, insurance proceeds.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Property

hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor, including but not limited to, all rents, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to Grantor to collect the same for its own account so long as Grantor is not in default hereunder.

TO HAVE AND TO HOLD the property and all parts, rights, members and appurtenances thereof unto Grantee, its respective successors and assigns, to its or their own use IN FEE SIMPLE forever.

AND Grantor covenants that Grantor is lawfully seized and possessed of the Property and has good right to convey the same as aforesaid, that the Property and every part thereof are unencumbered except for those matters (hereinafter referred to as the "Permitted Exceptions") expressly set forth in Exhibit "B" attached hereto and by this reference made a part hereof, and that Grantor does warrant and will forever defend the title to the Property and every part thereof against the claims of all persons and entities whomsoever, except as to the Permitted Exceptions.

This Security Deed is intended (i) to constitute a security agreement for purposes of the Uniform Commercial Code of Georgia and (ii) to operate and is to be construed as a deed passing title to the Property to Grantee and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage, and is given to secure the payment of the following described indebtedness (hereinafter referred to collectively as the "Secured Indebtedness"):

(a) The debt evidenced by that certain Promissory Note dated of even date herewith, made by Grantor payable to the order of Grantee, in the principal face amount of **ONE MILLION EIGHT HUNDRED FORTY THOUSAND AND 00/100 Dollars (\$1,840,000.00)** together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby, or any replacement note or notes that may be substituted for said Promissory Note after the date hereof (collectively hereinafter referred to as the "Note"), with interest on the outstanding principal at the rates provided for in the Note, with the final payment being due not later than **June 30, 2027**; and

(b) Any and all additional advances made by Grantee to protect or preserve the Property or the security interest created hereby in the Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Grantor's obligations hereunder or for any other purpose provided herein (whether or not the original Grantor remains the owner of the Property at the time of such advances); and

(c) Any and all costs, expenses, charges, liabilities, commissions and attorneys' fees now or hereafter chargeable to or incurred by, or disbursed by, Grantee as provided for herein, or by applicable law; and

(d) Any and all other indebtedness now or hereafter owing by Grantor to Grantee under the Loan Documents, as hereinbelow defined.

The Note, this Security Deed, and all documents, instruments, deeds, mortgages and agreements now or hereafter evidencing, securing or otherwise relating to the Note, this Security Deed, or the Secured Indebtedness, together with any and all renewals, modifications, consolidations and extensions thereof, are collectively hereinafter referred to as the "Loan Documents".

Grantor and Grantee herein intend by this conveyance to establish a perpetual or indefinite security interest in the real property conveyed herein, with this statement being made pursuant to the provisions of O.C.G.A. Section 44-14-80(a)(2).

PROVIDED ALWAYS, that should the Secured Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Security Deed shall be canceled and surrendered, but otherwise shall remain in full force and effect.

AND GRANTOR HEREBY further covenants and agrees with Grantee as follows:

#### ARTICLE 1

1.01 Payment of Indebtedness and Performance of Obligations. Grantor will pay the Secured Indebtedness according to the tenor thereof promptly as the same shall become due, and shall perform every obligation of Grantor contained in this Security Deed, and in each and every instrument now or hereafter evidencing or securing the Secured Indebtedness, and in other Loan Documents.

1.02 Monthly Deposits. To secure further the payment of the taxes and assessments referred to in Section 1.03 below, and the payment of premiums on the insurance policies referred to in Section 1.04 below, Grantee, at its option, shall have the right to require Grantor to deposit with Grantee on the first day of each and every month a sum which, in the reasonable estimation of Grantee, shall be equal to one-twelfth of the annual taxes and assessments and one-twelfth of such annual insurance premiums; said deposits to be held by Grantee, free of interest, and free of any liens or claims on the part of creditors of Grantor and as part of the security of Grantee, and to be used by Grantee to pay current taxes, assessments and insurance premiums on the Property as the same accrue and are payable. Said deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Grantee. If said deposits are insufficient to pay the taxes, assessments and insurance premiums in full as the same become payable, Grantor shall deposit with Grantee such additional sum or sums as may be required in order for Grantee to pay such taxes, assessments and insurance premiums in full. Upon any Event of Default hereunder or under the Note, Grantee may, at its option, apply any money in the fund resulting from said deposits to the payment of the Secured Indebtedness in such manner as Grantee may elect.

### 1.03 Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds to secure debt or the manner of collecting taxes so as to affect adversely Grantee, Grantor shall promptly pay any such tax relating to this Security Deed, the Property or the Note; if Grantor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Grantor from making such payment or would penalize Grantee if Grantor makes such payment, then the entire balance of the principal sum secured by this indenture and all interest accrued thereon shall, thirty (30) days after written notice, become due and payable at the option of Grantee. Nothing herein shall impose upon Grantor the obligation to pay any state or federal income taxes, corporate franchise taxes or net worth taxes assessed or levied against Grantee.

(b) Grantor shall pay (to the extent the same are not paid from escrowed funds provided for in Section 1.02 hereof), before the same become delinquent, all taxes, liens, assessments and charges of every character already levied or assessed or that may hereafter be levied or assessed upon or against the Property and all utility charges for the Property, whether public or private; and upon demand shall furnish Grantee receipted bills evidencing such payment.

(c) Grantor shall not suffer any mechanic's, materialmen's, laborer's, statutory or other lien to remain outstanding upon any part of the Property.

(d) Notwithstanding the provisions of Subsection 1.03(a), 1.03(b) or 1.03(c) hereinabove to the contrary, Grantor may contest the validity and/or amount of any taxes, assessments or other charges referred to in said subsections at Grantor's sole cost and expense and shall not be required to pay or discharge any obligation imposed upon Grantor in any of said subsections so long as (i) Grantor shall in good faith contest the same by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale, levy or forfeiture of or upon all or any part of the Property to satisfy the same, and (ii) at Grantee's request, Grantor shall deposit in escrow with a title insurance company acceptable to Grantee, or provide other security reasonably satisfactory to Grantee, an amount equal to the amount being contested plus a reasonable additional sum to cover possible costs, interest and penalties.

1.04 Insurance. Grantor shall keep or cause others to keep all buildings and improvements, whether now standing on the Property or hereafter erected, continuously insured against loss or damage by fire, by the perils covered by extended coverage insurance, by builder's risk insurance, by loss of rents or business interruption insurance and by malicious mischief and against such other hazards as Grantee, in its reasonable discretion, shall from time to time require, for the benefit of Grantee; all such insurance at all times shall be in an insurance company or companies in the amount of the full replacement cost of each such insured item and with terms

acceptable to Grantee, with loss, if any, payable to Grantee as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be satisfactory to Grantee; and forthwith upon the issuance of such policies Grantor shall deliver to Grantee receipts for the premiums paid thereon. In the event of the foreclosure of this Deed or any other transfer of title to the Premises in extinguishment or partial extinguishment of the Secured Indebtedness, all right, title and interest of Grantor in and to all insurance policies then in force shall pass to the purchaser or to Grantee, as the case may be, and Grantee is hereby irrevocably appointed by Grantor as attorney-in-fact for Grantor to assign any such policy to said purchaser or to Grantee, as the case may be, without accounting to Grantor for any unearned premiums thereon. At least thirty (30) days prior to the expiration date of each policy of insurance maintained pursuant to this Section 1.04, a renewal or replacement thereof satisfactory to Grantee shall be delivered to Grantee. Provided no Event of Default, as defined in Article 2 of this Security Deed, shall have occurred and be continuing hereunder, Grantor shall be authorized and empowered to adjust or compromise any loss under any insurance policies on the Property, subject to Grantee's approval of the terms of any adjustment or compromise, such approval not to be unreasonably withheld. In the event that an Event of Default shall have occurred and be continuing under this Deed to Secure Debt, the Note or any Loan Document and Security Agreement, then Grantee is hereby authorized and empowered, at its option, to adjust or compromise any such loss under any insurance policies on the Property. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Grantee, instead of to Grantor or to Grantor and Grantee jointly. In the event any insurance company fails to disburse directly and solely to Grantee but disburses to Grantor or to Grantor and Grantee jointly, Grantor agrees to immediately endorse and transfer such proceeds to Grantee. In case of loss under any such policy of insurance, Grantee may, at its option, make all or any portion of the net proceeds available to Grantor for the purpose of restoration or repair of the Property or may apply the net proceeds or any portion thereof to the payment of the indebtedness hereby secured, whether due or not.

#### 1.05 Care of the Property.

(a) Grantor shall keep the improvements now or hereafter erected on the Property in good condition and repair, shall not commit or suffer any waste and shall not do or suffer to be done anything (other than construction, ownership, operation, maintenance and repair or renovation of improvements) which shall increase the risk of fire or other hazard to the Property or any part thereof.

(b) Grantor shall not remove or demolish nor alter the design or structural character of any building (now or hereafter erected) or other part of the Property without the prior written consent of Grantee.

(c) If the Property or any part thereof is damaged by fire or any other cause, Grantor shall give prompt written notice of the same to Grantee.

(d) Grantee or its representative is hereby authorized upon notice reasonable under the circumstances to enter upon and inspect the Property at any time during normal business hours, subject to the rights of tenants therein.

(e) Grantor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof. If Grantor receives notice from any federal, state or other governmental entity that the Property fails to comply with any applicable law, ordinance, rule, order or regulation, Grantor will promptly furnish a copy of such notice to Grantee.

(f) If all or any part of the Property shall be damaged by fire or other casualty, Grantor shall, upon request of Grantee, promptly restore or cause to be restored the Property, or any portion thereof specified by Grantee, to the equivalent of its condition immediately prior to such damage, and if a part of the Property shall be damaged through condemnation (which damage does not result in acceleration of the indebtedness secured hereby by Grantee, as provided in Section 1.12 below), Grantor shall, upon request of Grantee, promptly restore, repair or alter the remaining part of the Property in a manner reasonably satisfactory to Grantee. In the event Grantor is required pursuant to the provisions contained herein to restore, repair or alter the Property after fire, other casualty or condemnation, Grantee agrees that it shall make any net insurance proceeds or condemnation proceeds available to Grantor, pursuant to procedures satisfactory to Grantee, for the purpose of paying the cost of such restoration, repair or alteration.

1.06 Further Assurances. At any time, and from time to time, upon request by Grantee, Grantor shall make, execute and deliver or cause to be made, executed and delivered, to Grantee, any and all other further instruments, certificates and other documents as may be reasonably necessary in order to effectuate, complete or perfect or to continue and preserve the obligations of Grantor under the Note and the security interest of this Deed to Secure Debt and Security Agreement. Upon any failure of Grantor so to do, Grantee may make, execute and record any and all such instruments, certificates and documents for and in the name of Grantor and Grantor hereby irrevocably appoints Grantee as the agent and attorney-in-fact of Grantor so to do. The conveyance of this Deed to Secure Debt and Security Agreement and the security interest created hereby will automatically attach, without further act, to all after-acquired land or other property attached to and/or used in the operation of the Property or any part thereof, except to the extent expressly released by Grantee.

1.07 Leases Affecting the Property. Grantor shall perform all material covenants to be performed by the landlord under any and all leases now or hereafter on the Property or any part thereof and shall not, without the written consent of Grantee, cancel, surrender or modify any such lease. Grantor shall furnish Grantee signed copies of all leases on the Property or any part thereof promptly after their execution. Grantor shall, by written instrument in form and substance satisfactory to Grantee, assign to Grantee Grantor's interest in each and every lease hereafter entered into by Grantor with respect to all or any part of the Property. The terms "lease" and "leases" as used in this Section 1.07 shall include all tenancies.



1.08 Expenses. Grantor shall pay or reimburse Grantee for all fees, costs and expenses incurred by Grantee with respect to any and all transactions contemplated herein including, without limiting the generality of the foregoing, all title and conveyancing charges, recording and filing fees, mortgage taxes, intangible personal property taxes, escrow fees, revenue and tax stamp expenses, insurance premiums (including title insurance premiums), brokerage commissions, finder's fees, court costs, surveyors', photographers', appraisers', architects', engineers', accountants' and attorneys' fees and disbursements, and will reimburse to Grantee all of the foregoing expenses paid by Grantee which have been or may be incurred by Grantee with respect to any or all of the transactions contemplated herein. In addition to the foregoing, if any action or proceeding be commenced (including but not limited to any action to foreclose this Security Deed or to collect the Secured Indebtedness), to which action or proceeding Grantee is made a party, or in which it becomes necessary to defend or uphold the lien of this Security Deed, or in which Grantee is served with any legal process, discovery notice or subpoena relating to Grantee's lending to Grantor or accepting a guaranty from a guarantor of the Secured Indebtedness, Grantor will reimburse to Grantee all of the foregoing expenses (including, without limitation, the cost of any environmental audit) which have been or may be incurred by Grantee with respect to the foregoing. All sums paid by Grantee for the expense of any litigation to prosecute or defend the rights and lien created by this Security Deed or to appear or to take action in response to any such legal process, discovery notice or subpoena (including attorneys' fees and disbursements) shall be paid by Grantor, upon demand by Grantee, and any such sum shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Security Deed, and shall be deemed to be secured by this Security Deed. In any action or proceeding to foreclose this Security Deed, or to recover or collect the Secured Indebtedness, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

1.09 Estoppel Affidavits. Grantor shall, upon ten (10) days prior written notice, furnish Grantee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not, to the best knowledge of Grantor, any offsets or defenses exist against such principal and interest, and, if such offsets or defenses exist, stating in detail the specific facts relating to each such offset or defense.

1.10 Subrogation. Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Secured Indebtedness secured hereby, notwithstanding that any instrument providing public notice of same shall be satisfied and canceled of record.

1.11 Performance by Grantee of Defaults by Grantor. If Grantor shall fail to pay any tax, lien, assessment or charge levied or assessed against the Property, any utility charge, whether public or private, required to be paid hereunder or any insurance premium required to be paid in connection with the procurement of insurance coverage and the delivery of the insurance policies required hereunder, or if Grantor shall fail to perform or observe any covenant, term or condition of any leases affecting all or any part of the Property or any other covenant, condition or term of this Deed to Secure Debt and Security Agreement, then Grantee, at its option, after the giving of

any notice and expiration of any cure period provided for herein, may perform or observe the same, and all payments made or costs incurred by Grantee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Grantee with interest thereon at the default rate of interest under the Note. Notwithstanding the foregoing, with respect to any payments permitted hereunder other than insurance premiums, Grantee shall not make any such payments without first giving Grantor ten (10) calendar days prior written notice of its intention to do so; provided, however, that if Grantee in its good faith judgment determines that its failure so to make any of the payments permitted hereunder prior to the end of such ten (10) calendar day period would adversely affect either the Property or its security interest therein, then in such event Grantee shall have the right to make such payment prior to the end of such ten (10) calendar day period, and any such payment shall be covered by the terms of this Section 1.11. Grantee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions, and of the amount necessary to be paid in satisfaction thereof. Grantee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof (subject to rights of tenants thereof) upon notice reasonable in the circumstances for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Grantor or any other person in possession holding under Grantor except to the extent of the gross negligence or willful misconduct of Grantee or its agents and employees.

1.12 Condemnation. If all or any material part of the Property shall be damaged or taken through condemnation (which term when used in this Deed to Secure Debt and Security Agreement shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), the entire indebtedness secured hereby shall, at the option of Grantee, become immediately due and payable. Grantee shall be entitled to all compensation, awards and other payments or relief arising from any such condemnation. If the condemnation shall result in a taking of less than a material portion of the Property, then Grantee, after deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, shall make the net proceeds available to Grantor for the repair and/or restoration of the Property. Provided no Event of Default shall have occurred and be continuing hereunder, then Grantor shall be authorized, at its option, to commence, appear in and prosecute through counsel selected by Grantor and reasonably acceptable to Grantee, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith, subject to Grantee's approval of the terms of any such settlement or compromise. In the event that an Event of Default shall have occurred and be continuing under this Deed to Secure Debt and Security Agreement or any of the other Loan Documents, then Grantor, immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, of any action or proceeding for the taking through condemnation of the Property or any part thereof, will promptly notify Grantee, and Grantee is hereby authorized and empowered, at its option, to commence, appear in, and prosecute any such action or proceeding and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Grantor to Grantee, who after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the security interest of this Deed to Secure Debt and Security

Agreement. Grantor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Grantee may reasonably require. If, prior to the receipt by Grantee of such award or proceeds, the Property shall have been sold on foreclosure of this Security Deed, or by deed in lieu thereof, or under the power of sale herein granted, Grantee shall have the right to receive such award or proceeds to the extent of any unpaid Secured Indebtedness following such sale, with legal interest thereon, whether or not a deficiency judgment on this Security Deed or the Note shall have been sought or recovered, and to the extent of counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or proceeds. As used herein, a "material" portion of the Property shall mean any portion of the Property such that the condemnation thereof will in the reasonable judgment of Grantee substantially adversely affect the construction or operation of the project contemplated by the Loan Documents for its intended purposes or the rental income therefrom.

1.13 Operating Statements. Grantor shall maintain, or cause to be maintained, accurate records of Grantor's income and expenses in connection with the operation of the Property and shall promptly furnish to Grantee annually as of December 31 of each year, within sixty (60) days after the period to which they relate, updated financial statements, prepared in accordance with generally accepted accounting principles consistently applied, certified by Grantor and itemizing all material financial information with respect to the operation of the Property, including, but not limited to, sources of income, expenses and balance sheets of the Property for the calendar year just ended, as the case may be. In addition, Grantor will furnish to Grantee annually as of December 31 of each year, prior to April 15 after the period to which they relate, a financial statement on all current and future guarantors (collectively, "Guarantors") of the Secured Indebtedness (in a format acceptable to Grantee). Grantor will furnish to Grantee monthly operating statements (in a format acceptable to Grantee) and monthly reports concerning the leasing of the Property, including a rent roll and a status report regarding leasing efforts, and such other reports and information, and at such intervals, regarding the Property and the financial condition of Grantor as Grantee may reasonably request. Grantor agrees to permit Grantee upon reasonable notice to inspect the books and accounts of Grantor relating to the Property during normal business hours. Failure to furnish such data shall constitute a default by Grantor hereunder.

1.14 Security Agreement.

(a) With respect to the machinery, apparatus, equipment, fittings, fixtures, building supplies and materials, articles of personal property, chattels, chattel paper, documents, inventory, accounts, farm products, consumer goods and general intangibles of Grantor referred to or described in this Deed to Secure Debt and Security Agreement, or in any way connected with the use and enjoyment of the Property, this Deed to Secure Debt and Security Agreement is hereby made and declared to be a security agreement encumbering each and every item of such property included herein as a part of the Property, in compliance with the provision of the Georgia Uniform Commercial Code. Upon request by Grantee, at any time and from time to time, a financing statement or statements reciting this Deed to Secure Debt and Security Agreement to be a security agreement affecting all of such property shall be executed by Grantor and Grantee and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the

security agreement contained in this Deed to Secure Debt and Security Agreement shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Grantee's sole election. Grantor and Grantee agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Grantor and Grantee that everything used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this Deed to Secure Debt and Security Agreement, is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Deed to Secure Debt and Security Agreement, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds of any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Grantee's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Grantee as determined by this Deed to Secure Debt and Security Agreement or affect the priority of Grantee's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Grantee in the event any court shall at any time hold with respect to the foregoing clauses (i), (ii) or (iii) of this sentence, that notice of Grantee's priority of interest, to be effective against a particular class of persons, must be filed in the appropriate Uniform Commercial Code records.

(b) Grantor warrants that the location of the collateral is or will be upon the Land (excepting materials intended to be located thereon and stored temporarily off-site). Grantor covenants and agrees with Grantee that Grantor will furnish Grantee with notice of any change in the principal place of business of Grantor within thirty (30) calendar days of the effective date of any change and Grantor will promptly execute any financing statements or other instruments deemed necessary by Grantee to prevent any filed financing statement from becoming misleading or losing its status.

1.15 Construction Materials. In addition to the interests in and to the Property granted, bargained, sold and conveyed by Grantor to Grantee as set forth hereinabove, Grantor has also granted, bargained, sold and mortgaged, and by these presents does grant, bargain, sell and mortgage unto Grantee all building materials, equipment and appliances, including without limiting the generality of the foregoing, bricks, mortar, lumber and other items and equipment, which are acquired by Grantor to be placed upon or used in connection with the Property, whether or not such materials are located upon or attached to the Property, and all guaranties and warranties of workmanship or quality relating to said building materials, equipment and appliances, or other personal property and improvements and the construction and installation thereof, and all contract rights, business names and other intangibles of Grantor relating to the construction, equipment and

operation of the Property; and all of the items and types of items identified in this Section 1.15 shall also be included within the meaning of the term "Property" as used in this instrument.

1.16 Conveyance of the Property. Grantor hereby acknowledges and confirms that the identity and expertise of Grantor are material circumstances upon which Grantee has relied in connection with the sums advanced herein, and any change in such identity or expertise could materially impair or jeopardize the security afforded to Grantee by this Deed to Secure Debt and Security Agreement for the payment of the principal amount of the Secured Indebtedness. Accordingly:

(a) Grantor shall not, without the prior written consent of Grantee, which may be exercised arbitrarily and withheld for any reason or no reason, voluntarily or by operation of law, sell, transfer, lease to one entity in its entirety, convey or assign all or any part of the legal or equitable title to the Property, or any part of, or interest in, the Property. For purposes hereof, the change or transfer or encumbrance of the legal or equitable ownership of any interest in Grantor, or the change or transfer of any direct or indirect interest in Grantor shall constitute a transfer of the Property.

(b) Grantor shall not, without the prior written consent of Grantee, voluntarily or by operation of law, mortgage, encumber, transfer, convey or assign the Property, or any part of, or interest in, the Property, as security for an indebtedness other than for the Secured Indebtedness.

Notwithstanding anything provided to the contrary in Section 2.01 hereinbelow, in the event Grantor breaches any term of this Section 1.16, such breach shall entitle Grantee immediately to exercise all rights and remedies provided herein, and Grantor shall not be entitled to any cure period in connection therewith.

1.17 Litigation. Grantor shall promptly give notice in writing to Grantee of any litigation commenced or threatened affecting the Property.

1.18 Hazardous Materials. To the best of Grantor's knowledge, the Property (including the land, surface water, ground water and all improvements) is free of the following:

(a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;

(b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;

(c) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section 1.18;

(d) any asbestos fire proofing or insulation or other form of building materials or substances which may, if not properly handled, pose a threat to the health of building users and occupants;

(e) contamination resulting from any oil or petroleum products and their by-products;

(f) any polychlorinated biphenyls ("PCBs"); and

(g) contamination resulting from any materials which, under federal, state or local law, statute, ordinance or regulations, or court or administrative order or decree, or private agreement (hereinafter referred to collectively as "Environmental Requirements") require special handling in collection, storage, treatment or disposal because of toxic, flammable, explosive, corrosive, reactive, or radioactive properties or because of properties that may be hazardous or harmful to the environment or human health [items (a)-(g) are hereinafter referred to collectively as "Hazardous Materials"].

Grantor hereby warrants and represents to Grantee that with regard to the Property and all activities on the Property, Grantor has not received any verbal or written notice of, and is unaware of, any violation or any action, judicial or administrative, relating to the violation, of any of the Environmental Requirements. Further, Grantor warrants and represents to Grantee that it has not actually received, and is unaware of, any notice under any of the Environmental Requirements relating to the existence of any contamination or Hazardous Materials on the Property. Further, Grantor warrants and represents to Grantee that it has not spilled, leaked or in any other manner released any Hazardous Materials on the Property in amounts which would create an imminent and substantial endangerment to health, welfare or the environment or in a manner violating any Environmental Requirements, and that to the best of Grantor's knowledge, no other person has spilled, leaked or in any other manner released any Hazardous Materials on the Property in amounts which would create an imminent and substantial endangerment to health, welfare or the environment or in a manner violating any Environmental Requirements. Grantor shall not hereafter (i) cause or suffer to occur a release, spillage, leak, uncontrolled loss, seepage or filtration of any Hazardous Materials at, upon or within the Property or any contiguous real estate in amounts which would create an imminent and substantial endangerment to health, welfare or the environment or in a manner violating any Environmental Requirements, (ii) engage in any activity, or permit any tenant or occupant of the Property to engage in any activity, that could lead to the imposition of liability on such tenant or occupant or on Grantor or the creation of a lien on the Property, under the Environmental Requirements, except for activities involving chemicals, substances and materials routinely used in the construction of improvements such as the improvements to be constructed on the Land or used in the day-to-day operation, cleaning, maintenance and landscaping of properties such as the Property, including chemicals, substances and materials sold by tenants of the Property in the ordinary course of their business, provided that at all times Grantor shall cause any such chemicals, substances and materials to be used, stored, handled and disposed of in compliance with all applicable Environmental Requirements. If Grantor shall fail to take or cause to be taken any and all actions as may be necessary to comply

with all Environmental Requirements, Grantee may make advances or payments towards performance or satisfaction of the same, but shall be under no obligation to do so; and any sums so advanced or paid, including, without limitation, all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, attorneys' fees, fines or other penalty payments, shall be reimbursed by Grantor to Grantee in accordance with the provisions of Section 1.11 hereinabove. Grantor shall and does hereby agree to indemnify and hold Grantee harmless from and against any and all loss, expense and charge whatsoever, including, without limitation, all court costs and attorneys' fees, arising out of or in connection with any matter or thing relating to Environmental Requirements or Hazardous Materials and arising out of events or circumstances occurring or existing prior to or during the period of Grantor's ownership of the Property, except to the extent directly caused by the gross negligence or willful misconduct of Grantee or its agents, including, without limitation, if Grantee is made a party to any action or suit brought under any of the Environmental Requirements. It is expressly agreed by Grantor that this covenant of indemnification shall survive any payment and satisfaction of the indebtedness evidenced by the Note and secured hereby and the release and satisfaction of this Deed to Secure Debt and Security Agreement and the Loan Documents, and shall continue so long as the risk or potential of any such expense, damage, loss or liability of Grantee exists. Without limiting the generality of the foregoing, the foregoing covenant of indemnification shall inure to the benefit of Grantee, in the event Grantee becomes the successor-in-interest to Grantor with respect to the Property; provided, however, that the foregoing covenant of indemnification shall not extend to any expense, damage or loss arising directly from the acts of Grantee in the event Grantee becomes the successor-in-interest to Grantor with respect to the Property.

1.19 Americans with Disabilities Act. Grantor, at its sole cost and expense, shall promptly and at all times and from time to time comply with all requirements of Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the regulations promulgated in connection therewith, 28 CFR Part 36, and the applicable ADA Accessibility Guidelines. Grantor hereby indemnifies and holds harmless Grantee against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses, of any nature whatsoever suffered or incurred by Grantee, whether as grantee of this Deed to Secure Debt, as mortgagee in possession, or as successor-in-interest to Grantor by foreclosure deed or deed in lieu of foreclosure, in connection with the foregoing provision.

## ARTICLE 2

2.01 Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Grantor hereunder:

(a) Grantor shall fail to pay in full when due and payable any installment of principal, interest or escrow deposits, as required by the Note, this Deed to Secure Debt and Security Agreement, or otherwise, and such failure shall not be cured within five (5) calendar days from the due date thereof; or

(b) Grantor fails duly to observe any covenant, condition or agreement of this Deed to Secure Debt and Security Agreement or of any other instrument evidencing or securing the Secured Indebtedness and such failure is not cured within fifteen (15) calendar days after the effective date of written notice from Grantee to Grantor unless a shorter cure period for any specific covenant or condition is specified herein; or

(c) There shall have occurred a "Default" or an "Event of Default" under and as defined in any of the other Loan Documents; or

(d) Any warranties or representations made or agreed to be made in this Deed to Secure Debt and Security Agreement or in any other instrument evidencing or securing the Secured Indebtedness shall be breached by Grantor or shall prove to be false or materially misleading; or

(e) Any lien or claim of lien for labor, material, taxes, or otherwise shall be filed against the Property and not be removed, bonded, or contested in accordance with the terms of Subsection 1.03(d) above within thirty (30) calendar days after the date of Grantor's receipt of actual notice of such filing; or

(f) A levy shall be made under any process on, or a receiver be appointed for, the Property or any other property of Grantor and such levy not be removed or receiver dismissed within thirty (30) calendar days of date of process or appointment; or

(g) Grantor, or any Guarantor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other similar relief for debtors; or

(h) Grantor or any Guarantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or of any Guarantor or of all or any part of the Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(i) Grantor or any Guarantor shall make any general assignment for the benefit of creditors; or

(j) Grantor or any Guarantor shall commence or have instituted against it the process of dissolution, liquidation, or both dissolution and liquidation; or

(k) (i) There shall be filed a petition against Grantor, or any Guarantor, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or (ii) there shall be filed a petition seeking the appointment



of any trustee, receiver or liquidator of Grantor, or of any Guarantor, or of all or any substantial part of the Property, or of any or all of the income, rents, issues, profits or revenues thereof, unless any such petition described in the foregoing clauses (i) and (ii) of this Subsection 2.01(k) shall be dismissed within sixty (60) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

(l) There shall occur, a breach of the covenants and provisions of Sections 1.16 or 1.18 hereof; or

(m) Grantor shall, without the prior written consent of Grantee, voluntarily or by operation of law, transfer, convey or assign the Property, or any part of, or interest in, the Property as security for an indebtedness other than for the indebtedness secured hereby.

Any periods of grace, cure or notice provided for the benefit of Grantor in this Security Deed and in the other Loan Documents shall run concurrently and not consecutively.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred hereunder, then the whole unpaid principal sum of the Secured Indebtedness and all interest and other charges accrued and accruing under the Note, this Security Deed and the other Loan Documents shall, at the option of Grantee, become due and payable without notice or demand by Grantee, except as set forth herein, time being of the essence of this Deed to Secure Debt and Security Agreement and of the Secured Indebtedness, and thereafter such Event of Default may be cured only by the payment of such entire principal balance and all other sums due and payable hereunder and thereunder; and no omission on the part of Grantee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.03 Right to Enter and Take Possession.

(a) If any Event of Default shall have occurred and be continuing, Grantor, upon demand of Grantee, shall forthwith surrender to Grantee the actual possession of the Property and, to the extent permitted by law, Grantee itself, or by such officers or agents as it may appoint, may enter and take possession of the Property and may exclude Grantor and Grantor's agents and employees wholly therefrom.

(b) If Grantor shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Grantee, Grantee may obtain a judgment or decree conferring upon Grantee the right to immediate possession or requiring Grantor to deliver immediate possession of the Property to Grantee, and Grantor hereby specifically consents to the entry of such judgment or decree. Grantor shall pay to Grantee, upon demand, all expenses of obtaining such judgment or decree, including compensation to Grantee, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Secured Indebtedness and shall be secured by this Deed to Secure Debt and Security Agreement.

(c) Upon every such entering and taking of possession, Grantee may hold, store, use, operate, manage, control, and maintain the Property and conduct the business thereof, and, from time to time, (i) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Property insured; (iii) manage and operate the Property and exercise all the rights and powers of Grantor, in its name or otherwise, with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Grantee; all as Grantee may from time to time determine to be to its best advantage; and Grantee may collect and receive all of the income, rents, profits, issues and revenues of the Property, including those past due as well as those accruing thereafter and, after deducting (aa) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges as Grantee may determine to pay, (ee) other proper charges upon the Property or any part thereof and (ff) the compensation and expenses of attorneys and agents of Grantee, shall apply the remainder of the money so received by Grantee to the payment of the Secured Indebtedness. Notwithstanding anything provided herein to the contrary, Grantee shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as a result of any exercise by Grantee of its rights under this Deed to Secure Debt and Security Agreement, and Grantee shall be liable to account only for the rents, income, issues and profits actually received by Grantee.

(d) For the purpose of carrying out the provisions of this Section 2.03, Grantor hereby constitutes and appoints Grantee the true and lawful agent and attorney in fact of Grantor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Property.

(e) In the event any such Event of Default by Grantor hereunder is cured and satisfied to the satisfaction of Grantee prior to any action taken to enforce the Security Deed pursuant to Section 2.05 below such that Grantee returns possession of the Property to Grantor, the right of Grantee to take possession from time to time pursuant to this Section 2.03 shall exist upon the occurrence of any subsequent Event of Default hereunder.

(f) In the event that Grantor and Grantee have entered into a separate Assignment of Rents, or similarly styled agreement, the terms of such agreement shall control in case any terms or provisions thereof may contradict with this Section 2.03.

2.04 Receiver. If an Event of Default shall have occurred hereunder, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the occupancy or value of any security for the Secured Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the rents, issues, profits and

revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor shall pay unto Grantee upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Section 2.04 and any such amounts paid by Grantor shall be added to the Secured Indebtedness and shall be secured by this Deed to Secure Debt and Security Agreement.

#### 2.05 Enforcement.

(a) If the Secured Indebtedness is not paid in full when the same shall become due, whether by acceleration or otherwise, Grantee, at its option, may sell the Property or any part of the Property at public sale or sales before the door of the courthouse of the county in which the Property or any part of the Property is situated, to the highest bidder for cash, in order to pay the Secured Indebtedness and all expenses of the sale and of all proceedings in connection therewith, including attorney's fees actually incurred after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which Sheriff's sales are advertised in said county. At any such public sale, Grantee may execute and deliver to the purchaser a conveyance of the Property or any part of the Property in fee simple, with full warranties of title, and to this end, Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact of Grantor to make such sale and conveyance, and thereby to divest Grantor of all right, title or equity that Grantor may have in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Grantor. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative of the other remedies provided hereby or by law for collection of the Secured Indebtedness and shall not be exhausted by one exercise thereof but may be exercised until full payment of all of the Secured Indebtedness. In the event of any sale under this Security Deed by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Grantee in its sole discretion may elect, and if Grantee so elects, Grantee may sell the personal property covered by this Security Deed at one or more separate sales in any manner permitted by the Uniform Commercial Code of the State of Georgia, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Property is sold or the Secured Indebtedness is paid in full. If the Secured Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Grantee may at its option exhaust the remedies granted under any of said security instruments either concurrently or independently, and in such order as Grantee may determine.

(b) If an Event of Default shall have occurred, Grantee may, in addition to and not in abrogation of the rights covered under subsection (a) of this Section 2.05, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Security Deed or

any other right, and (ii) to pursue any other remedy available to it, all as Grantee shall determine most effectual for such purposes.

2.06 Application of Proceeds of Sale. In the event of a foreclosure or a sale of all or any portion of the Property under the power herein granted, the proceeds of said sale shall be applied first to the payment of expenses of such sale and of all proceedings in connection therewith, including attorney's fees actually incurred, to insurance premiums, liens, assessments, taxes and charges, including utility charges advanced by Grantee, to all other advances made by Grantee pursuant to this Security Deed, then to the accrued interest on the principal indebtedness secured hereby, then to payment of the outstanding principal balance of the Secured Indebtedness; and the remainder, if any, shall be paid to Grantor, or to the person or entity lawfully entitled thereto.

2.07 Purchase by Grantee. Upon any foreclosure sale or sale of all or any portion of the Property under the power herein granted, Grantee may bid for and purchase the Property and shall be entitled to apply all or any part of the Secured Indebtedness as a credit to the purchase price.

2.08 Grantor as Tenant Holding Over. In the event of any such sale under the power herein granted, Grantor (if Grantor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.09 Intentionally left blank.

2.10 Discontinuance of Proceedings and Restoration of the Parties. In case Grantee shall have proceeded to enforce any right or remedy under this Deed to Secure Debt and Security Agreement by receiver, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to Grantee, then and in every such case Grantor and Grantee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Grantee shall continue as if no such proceeding had been taken.

2.11 Remedies Cumulative. No right, power or remedy conferred upon or reserved by Grantee by this Deed to Secure Debt and Security Agreement is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.12 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Grantor agrees, to the full extent permitted by law, that in case of an Event of Default hereunder, neither Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, exemption, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed to Secure Debt and Security Agreement, or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full

extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

2.13 Leases. The failure of Grantee to make any tenants of the Property parties to any foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be, by Grantor a defense to any proceedings instituted by Grantee to collect the sums secured hereby.

2.14 Waiver.

(a) No delay or omission of Grantee or of any holder of this Deed to Secure Debt and Security Agreement to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every right, power and remedy given by this Deed to Secure Debt and Security Agreement to Grantee may be exercised from time to time and as often as may be deemed expedient by Grantee. Failure on the part of Grantee to complain of any act or failure to act or to declare an Event of Default hereunder, irrespective of how long such failure continues, shall not constitute a waiver by Grantee of its rights hereunder or impair any rights, powers or remedies consequent on any breach or Event of Default by Grantor. This Deed to Secure Debt and Security Agreement shall remain in full force and effect during any postponement or extension of the time of payment of the Secured Indebtedness or any part thereof.

(b) If Grantee (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment of any sums secured hereby; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Property from this Deed to Secure Debt and Security Agreement or otherwise changes any of the terms, covenants, conditions or agreements of the Note or this Deed to Secure Debt and Security Agreement; (v) consents to the filing of any map, plat or replat affecting the Property; (vi) consents to the granting of any easement or other right affecting the Property; or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Deed to Secure Debt and Security Agreement or any other obligation of Grantor or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Grantee from exercising any right, power or privilege herein granted or intended to be granted in the event of any Event of Default then made or of any subsequent Event of Default; nor, except as otherwise expressly provided in an instrument or instruments executed by Grantee, shall the conveyance and lien of this Deed to Secure Debt and Security Agreement be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Grantee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Secured Indebtedness, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

2.15 Suits to Protect the Property. Grantee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Deed to Secure Debt and Security Agreement, (b) to preserve or protect its interest in the Property and in the rents, issues, profits and revenues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Grantee; provided, however, Grantee shall not institute or maintain any such suits or proceedings against parties other than Grantor unless and until Grantee shall have first made upon Grantor such request so to do as shall then be reasonable under the circumstances, and Grantor shall have thereupon failed either to institute and maintain such suit or to otherwise cure or correct any such matters or circumstances.

2.16 Grantee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount due and payable by Grantor under this Deed to Secure Debt and Security Agreement at the date of the institution of such proceedings and for any additional amount which may become due and payable by Grantor hereunder after such date.

2.17 WAIVER OF GRANTOR'S RIGHTS. BY EXECUTION OF THIS SECURITY DEED, GRANTOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT OF GRANTEE TO ACCELERATE THE INDEBTEDNESS EVIDENCED BY THE NOTE AND ANY OTHER INDEBTEDNESS AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED; (B) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING, WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS OF THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (1) TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED AND (2) CONCERNING THE APPLICATION, RIGHTS OR BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; AND (C) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION AND THAT THIS SECURITY DEED IS VALID

AND ENFORCEABLE BY GRANTEE AGAINST GRANTOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

### ARTICLE 3

3.01 Successors and Assigns Included in Parties. Whenever in this Deed to Secure Debt and Security Agreement one of the parties hereto is named or referred to, the legal representatives, successors and permitted assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of Grantor and by or on behalf of Grantee shall bind and inure to the benefit of their respective heirs, executors, legal representatives, successors and permitted assigns, whether so expressed or not.

3.02 Headings. The headings of the sections, paragraphs and subdivisions of this Deed to Secure Debt and Security Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

3.03 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; in no event and under no circumstances whatsoever shall Grantor be charged more than the highest lawful rate of interest permitted under applicable law; if any clause or provision herein contained operates or would prospectively operate to invalidate or impair the enforceability of this Deed to Secure Debt and Security Agreement in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Deed to Secure Debt and Security Agreement shall remain operative and in full force and effect, and shall be enforced to the greatest extent permitted by law.

3.04 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

3.05 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Deed to Secure Debt and Security Agreement shall be in writing, signed by or on behalf of the party giving the same, and shall be delivered personally, by recognized overnight courier service, or, if mailed, sent by certified United States Mail, postage prepaid, return receipt requested, to the other party at the address of such other party set forth below or at such other address within the continental United States of America as such other party may designate by notice given in accordance herewith; provided further that no notice of change of address shall be effective until the date of receipt thereof. The effective date of such notice shall be the sooner to occur of the date of actual receipt, regardless of the method of delivery, or the date which is three (3) business days after the date on which the notice is postmarked by the United States Postal Service. Delivery to a party or to any officer, partner, agent or employee of such party at the designated address shall constitute effective delivery for purposes hereof. Rejection or other refusal to claim or accept or inability to deliver because of changed address of which no

notice was given as prescribed herein shall not affect the effective date of any such notice, election or demand sent as aforesaid. Any such notice, demand, or request shall be addressed as follows:

If to Grantee: Quantum National Bank  
505 Peachtree Industrial Boulevard  
Suwanee, Georgia 30024  
Attn: Eric Walker, Senior Vice-President

with a  
copy to: Faber Mabe, LLC  
3615 Braselton Highway, Suite 203  
Dacula, Georgia 30019  
Attn: Kelly O. Faber, Esq.

If to Grantor: ATL Stratford SFH, LLC  
6030 Unity Drive, Suite G  
Norcross, GA 30071  
Attn: Zhaoji Shen, Managing Member

#### ARTICLE 4

4.01 Governing Law. This Deed to Secure Debt and Security Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Georgia, without reference to the application of the choice of law principles.

4.02 Time of Essence. Time is of the essence in the performance of all obligations hereunder.

4.03 Assignment. This Deed to Secure Debt and Security Agreement is assignable by Grantee and any assignment hereof by Grantee shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Grantee.

4.04 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 reasonably satisfactory to Grantor or, in the case of any such mutilation, upon surrender of the Note, Grantor shall sign in lieu thereof a new note, dated the date to which interest has been paid on the lost, stolen, destroyed or mutilated Note and otherwise of like tenor, with appropriate variations.

4.05 Attorneys' Fees. Whenever in any of the Loan Documents Grantor is obligated to pay the legal fees of Grantee's counsel, such obligation shall be limited to the fees of Grantee's counsel which are actually incurred.



[SIGNATURES ON FOLLOWING PAGE]

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

**GRANTOR:**

**ATL Stratford SFH, LLC**, a Georgia Limited Liability Company

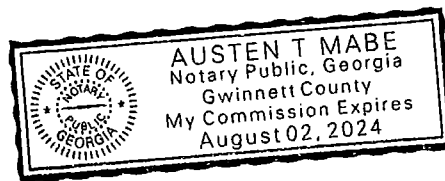
By: CentryStone Capital, LLC, a Georgia limited liability company, its Manager

By: \_\_\_\_\_ (SEAL)  
Name: Zhaoji Shen  
Its: Managing Member

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public



[NOTARY SEAL]

[SIGNATURE PAGE TO DEED TO SECURE DEBT AND SECURITY AGREEMENT]

**EXHIBIT "A"**  
**Property Description**

**Closing Date:** June 30, 2022

**Buyer(s):** ATL Stratford SFH, LLC

**Property Address:** Property 1: 3643 N. Stratford Road, Atlanta, GA 30342  
Property 2: 3660 N. Stratford Road, Atlanta, GA 30342  
Property 3: 3604 N. Stratford Road, Atlanta, GA 30342  
Property 4: 3612 N. Stratford Road, Atlanta, GA 30342

**PROPERTY DESCRIPTION:**

**Property 1:**

All that tract or parcel of land lying and being in Land Lot 44, 17th District of Fulton County, Georgia, being Lot 5, Property of Frances A. Malone Subdivision, as per plat recorded at Plat Book 55, Page 16, Fulton County, Georgia, records, and being known as 3643 N. Stratford Road, NE. Atlanta, Georgia 30342, according to the present system of numbering houses.

**Property 2:**

All that tract or parcel of land lying and being in Land Lot 63, of the 17th District of Fulton County, Georgia, and known as Lot 23 of the Stratford Hills Annex Subdivision by John C. Wayt per plat recorded in Plat Book 18, Page 39, Fulton County, Georgia records, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 3:**

All that tract or parcel of land lying and being in Land Lots 62 and 63 of the 17th District of Fulton County, Georgia, being Lot 19 of Stratford Hills Annex as shown by a plat thereof recorded in Plat Book 22, Page 32, Fulton County, Georgia Records, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 4:**

All that tract or parcel of land lying and being in the City of Atlanta, in the Land Lot 63 of the 17th District of Fulton County, Georgia, being all of Lot No.20 and the south half of lot 21 as per plat of Stratford Hills Annex (property of John C. Wayt) revised January 18, 1940, and recorded in Plat Book 22, Page 32, Fulton County records, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**EXHIBIT "B"**  
**PERMITTED TITLE EXCEPTIONS**

1. Taxes for the year 2022 and subsequent years, not yet due and payable.

Additional Exceptions:

Affecting Property 1:

A. All matters as shown on that plat recorded in Plat Book 55, Page 16, Fulton County, Georgia Records.

Affecting Property 2:

A. All matters as shown on that plat recorded in Plat Book 18, page 39, Fulton County, Georgia Records.

B. Sewer Easement from Mrs. R.A. Burnett to Fulton County dated August 18, 1949 recorded in Deed Book 2488, page 250, aforesaid records.

Affecting Property 3:

A. All matters as shown on plat recorded in Plat Book 22, Page 32, aforesaid Records.

Affecting Property 4:

A. All matters as shown on plat recorded in Plat Book 22, Page 32, aforesaid Records.

B. All matters as shown on that survey prepared by Streetsmarts, David Lee Cyphers, Georgia Registered Land Surveyor No. 2464, dated September 2, 1999, last revised September 21, 1999.

**AFTER RECORDING, RETURN TO:**

FABER MABE, LLC  
3615 Braselton Highway, Suite 203  
Dacula, Georgia 30019  
File # 215-00001  
Parcel: 17 -0044-0003-031-4; 17 -0063-0003-017-9; 17 -0063-0003-031-0; 17 -0063-0003-021-1

**ASSIGNMENT OF LEASES AND RENTS**

This AGREEMENT, made and entered into as of the 30th day of June, 2022, by and between **ATL Stratford SFH, LLC**, a Georgia Limited Liability Company (hereinafter referred to as "Borrower"), and **QUANTUM NATIONAL BANK** (hereinafter referred to as "Lender").

**W I T N E S S E T H :**

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Lender, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby (i) grant, transfer and immediately and absolutely assign to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to the rents (and payments in lieu of rents), income and profits arising from the Premises (as hereinafter defined) and (ii) collaterally assign, grant and transfer to the Lender all of Borrower's remaining interests as "Landlord" or "Lessor" in and to those certain lease agreements, tenant contracts and rental agreements, including, without limitation, those certain leases described on Schedule "1" attached hereto and made a part hereof (the "Key Leases") (together with any and all extensions, renewals and modifications thereof and guarantees of the performance of obligations of any tenant or lessee thereunder) (hereinafter collectively referred to as the "Leases" and said tenants or lessees thereunder hereinafter collectively referred to as "Tenants" or individually as "Tenant" as the context requires), now or hereafter executed by or on behalf of Borrower, as "Landlord" or "Lessor" therein, and others as "Tenant" or "Lessee" therein, conveying or demising all or any portion of the space in the improvements now or hereafter located on that certain tract or parcel of land (hereinafter referred to as the "Premises") lying and being in Fulton County, Georgia, the Premises being more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof. The assignment of the Rents arising from the Premises as hereinabove provided is intended by Borrower and Lender to create, and shall be construed to create, an absolute assignment to lender, subject only to the terms and provisions hereof, and not as an assignment as security for the indebtedness and obligations hereinbelow described. This Assignment is effective immediately.

This Assignment is made in connection with the following described indebtedness and obligations (hereinafter referred to as the "Indebtedness"):

(a) Any and all indebtedness and obligations evidenced by that certain Promissory Note of even date herewith, executed by Borrower and payable to the order of Lender at Lender's office, or at such other place as the holder may from time to time require, in the original principal sum of **ONE MILLION EIGHT HUNDRED FORTY THOUSAND AND 00/100 Dollars (\$1,840,000.00)** (hereinafter referred to as the "Note") with interest thereon at the rates therein specified, together with any and all renewals, modifications, consolidations, amendments and extensions of the Note and the indebtedness evidenced by the Note;

(b) Any and all indebtedness and obligations evidenced and secured by that certain Deed to Secure Debt and Security Agreement (hereinafter referred to as the "Deed to Secure Debt") of even date herewith, executed by Borrower in favor of Lender, to be recorded in the official records of Fulton County, Georgia, together with all modifications and amendments thereto;

(c) Any and all advances made by Lender to protect or preserve the security created by this Assignment, or to protect or preserve the Premises or the lien of the Deed to Secure Debt on the Premises, or for taxes or insurance premiums as provided in the Deed to Secure Debt; and

(d) The full and prompt payment and performance of each obligation, covenant and agreement of Borrower contained herein or in the Note, the Deed to Secure Debt, or any other document or instrument evidencing, securing or relating to the indebtedness secured thereby (the Note, the Deed to Secure Debt, and said other instruments and documents being hereinafter collectively referred to as the "Loan Documents").

Borrower and Lender agree that (i) an extension or extensions may be made of the time of payment of all or any part of the Indebtedness; (ii) the terms of the Note, the Deed to Secure Debt, this Assignment, or any other Loan Document may be modified; (iii) additional security may be given by Borrower; and (iv) any of the Leases may be released herefrom, all without altering or affecting the security interest created by this Assignment and without altering or releasing the obligations of Borrower under the Note, the Deed to Secure Debt, this Assignment or the other Loan Documents.

Should the Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Assignment shall be canceled and surrendered as hereinafter provided.

Borrower and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or in derogation of any other covenants contained in the Deed to Secure Debt or the other Loan Documents:

## ARTICLE I

1.01 Warranties of Borrower. Borrower hereby warrants unto Lender that:

- (a) Borrower is the absolute owner of the entire lessor's interest in the Leases;
- (b) Borrower has made no assignment of any of the rights of Borrower under any of the Leases, other than this Assignment;
- (c) Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, exercising its remedies under any of the provisions of this Assignment;
- (d) Borrower has not accepted payment of rental under any of the Leases for more than one (1) month in advance of the due date thereof;
- (e) So far as is known to Borrower, there is no default by any Tenant under the terms of any of the Leases;
- (f) Borrower is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or any of the Leases; (ii) the performance of each and every covenant of Borrower under either this Assignment or the Leases; or (iii) the meeting of each and every condition contained in this Assignment;
- (g) No action has been brought or, so far as is known to Borrower, is threatened, which in any way would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Leases; and
- (h) The Key Leases are in full force subject to occupancy by the tenants thereunder.

1.02 Covenants of Borrower. Borrower hereby covenants with Lender that:

- (a) Borrower will (i) fulfill, perform and observe each and every condition and covenant of Borrower contained in any of the Leases in accordance with the provisions thereof; (ii) at no cost or expense to Lender, enforce the performance and observance of each and every covenant and condition of each of the Leases to be performed or observed by the

Tenant thereunder; and (iii) appear in and defend or settle any action growing out of, or in any matter connected with, any of the Leases or the obligations or liabilities of Borrower as the "Landlord" or "Lessor" thereunder or of the Tenant or any guarantor thereunder;

(b) Borrower shall not, without the prior written consent of Lender, (i) modify or amend the Key Leases, or modify or amend any of the other tenant leases, in any material respect without the prior written consent of Lender; (ii) terminate or accept the surrender of any of the Leases unless the Tenant thereunder shall have materially defaulted; (iii) waive or release any Tenant from the performance or observance of any material obligation or condition of its Lease; (iv) permit to be made any prepayment of any installment of rent or fees under the Leases for more than one (1) month in advance (except for security deposits); or (v) consent to any subletting or assignment by any Tenant without the prior written consent of Lender, to the extent Borrower's consent is required by the terms of such Tenant's Lease, provided that Lender shall not unreasonably withhold its consent to any such assignment or subletting to the extent Borrower's consent to such assignment or subletting may not be unreasonably withheld under the terms of such Tenant's Lease;

(c) Borrower shall not execute any further assignment of the income, rents, issues or profits, or any part thereof, from the Premises unless Lender shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to this Assignment or any assignment concerning the Indebtedness;

(d) Borrower shall furnish to Lender, within ten (10) days after a request by Lender to do so, a sworn statement setting forth the name of all lessees and tenants of the Premises, the terms of their respective leases, tenant contracts or rental agreements, the space occupied, and the rentals payable thereunder, and stating whether to Borrower's knowledge any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts or rental agreements. Any and all leases, tenant contracts and rental agreements affecting the Premises and executed after the date hereof shall provide for giving by the lessees or tenants thereunder of certificates with respect to the status of such leases, tenant contracts or rental agreements, and Borrower shall exercise Borrower's right to request such certificates within five (5) days of any demand therefor by Lender;

(e) Borrower shall take no action which shall cause or permit the estate of the Tenant under any of the Leases to merge with the interest of Borrower in the Premises or any portion thereof;

(f) Acceptance of this Assignment shall not be construed as a consent by Lender to any of the Leases and, subject to the terms of this paragraph, Lender shall not be obligated to perform or discharge any obligation of Borrower under any of the Leases, and Borrower agrees to, and does hereby indemnify and hold Lender harmless against any and all liabilities, obligations, claims, damages, penalties, costs and expenses (including without limitation, reasonable attorney's fees and expenses) which Lender may incur under any of the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any act or failure to act by Lender under this Assignment or any alleged obligation or undertaking to be performed or discharged by



Lender under this Assignment unless any such claim or demand is caused by the gross negligence or intentional misconduct of Lender. The foregoing indemnity shall not be applicable to any such claim, liability, loss, cost, expense or damage which results from any action of Lender which occurs subsequent to the completion of a foreclosure or acceptance of a deed in lieu of foreclosure with respect to the Premises;

(g) Borrower shall authorize and direct, and does hereby authorize and direct each and every present and future Tenant of the whole or any part of the Premises to pay all rental to Lender upon receipt of written demand from Lender to so pay the same; and

(h) Upon request of Lender, Borrower shall deliver Lender certified copies of all Leases then in effect.

1.03 Covenants of Lender. By acceptance of delivery of this Assignment, Lender covenants with Borrower that:

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits from the Premises, so long as there shall exist no Event of Default (as hereinafter defined) on the part of Borrower, Borrower shall have the right to collect, but not more than one (1) month prior to accrual, all such rents, issues and profits from the Premises (including, but not by way of limitation, all rental payments under any of the Leases) and to retain, use and enjoy such rents, issues and profits from the Premises for payment of the Indebtedness and thereafter for Borrower's own account; and

(b) Upon the filing by Lender in the official records of Fulton County, Georgia of a full satisfaction of the Deed to Secure Debt without the recording of another security instrument in favor of Lender affecting the Premises, this Assignment shall likewise be canceled without the necessity of any further act by Lender.

## ARTICLE II

2.01 Event of Default. The term "Event of Default", wherever used in this Assignment, shall mean any one or more of the following events:

(a) The occurrence of any default or Event of Default under the provisions of the Note, the Deed to Secure Debt, or any of the other Loan Documents after the expiration of any applicable notice and opportunity to cure period;

(b) Failure by Borrower to duly observe any covenant, condition or agreement of this Assignment, and the failure by Borrower to cure such default in accordance with the provisions of the Deed to Secure Debt regarding curing of defaults after the expiration of any applicable notice and opportunity to cure period; or

(c) The breach of any warranty by Borrower contained in this Assignment, or if any representation or certification made or agreed to be made herein shall prove to be false or materially misleading.

2.02 Remedies. Upon the occurrence and continuance of any Event of Default, in addition to any and all other rights and remedies available to Lender under the Note, the Deed to Secure Debt, and the other Loan Documents, and not in substitution for or derogation thereof, Lender shall become immediately entitled to all rents, income and profits arising from the Premises and may without notice to or demand on Borrower other than as may be otherwise provided herein (i) as a matter of strict right and without regard to the value or occupancy of the security, have a receiver appointed upon ex parte motion to enter upon and take possession of the Premises, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of the State of Georgia, all without becoming a mortgagee-in-possession; (ii) proceed itself to enter upon, take possession of and operate the Premises, or any portion thereof, without becoming a mortgagee-in-possession; (iii) proceed to perform any and all obligations of Borrower under any of the Leases and exercise any and all rights of Borrower therein contained as fully as Borrower itself could, all without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court or other judicial authority; (iv) make, enforce, modify and accept the surrender of any of the Leases; (v) evict the Tenant under any of the Leases or obtain tenants for other space within the Premises; (vi) fix or modify rent; and (vii) do all of the acts which Lender may deem necessary, desirable or proper to protect the security created by this Assignment. Borrower hereby acknowledges and agrees that the intent of this Assignment is to empower Lender to undertake any, all or any combination of the actions hereinabove set forth in this Paragraph 2.02 without notice to Borrower except as specifically provided herein or in the other Loan Documents. If an Event of Default shall have occurred and be continuing, Borrower does hereby specifically authorize Lender, in the name of Borrower or in the name of Lender, to sue for or otherwise collect and receive all rents, issues and profits from the Premises, including those past due and unpaid, and to apply such collected rents, issues and profits to the payment of (w) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable, (x) all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which the Lender may deem necessary or desirable, (y) the cost of alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises, and (z) the Indebtedness secured hereby, all in such order of priority as Lender in its sole discretion may determine. Entry upon and taking possession of the Premises and the collection of the rents, issues and profits of the Premises and the application thereof, as aforesaid, shall not operate to waive any default or event of default, or prohibit the taking of any action by Lender under the Note, the Deed to Secure Debt, this Assignment or any other Loan Documents or at law or in equity to enforce payment of the Indebtedness secured hereby or to realize on any other security. No failure on the part of Lender to exercise, and no delay in exercising, any right shall be construed or deemed to be a waiver thereof.

### ARTICLE III

3.01 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to "Borrower" or "Lender", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrower or Lender.

3.02 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment 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.

3.04 Applicable Law. Borrower and Lender hereby acknowledge and agree that this Assignment and the obligations created hereunder (i) are made and intended as a contract under the laws of the State of Georgia and are to be governed by and interpreted in accordance with the laws of the State of Georgia, and (ii) are to be construed and enforced in accordance with the laws of the State of Georgia, without reference to the application of the choice of law principles thereof.

3.05 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Lender and its assigns. No Tenant under any of the Leases nor any other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.06 No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

3.07 Cumulative Remedies. The remedies herein provided shall be in addition and not in substitution for the rights and remedies vested in Lender in or by any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies provided herein prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue to be each and all available to Lender until the Indebtedness shall be paid in full.

3.08 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or refiled at such time and in such offices and places as

shall be deemed desirable by Lender, any and all such other instruments as may, in the opinion of Lender be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment or (b) the interest created by this Assignment as a first and paramount interest in and to the Leases and the rents, issues and profits from the Premises. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such instruments for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do.

3.09 Notices. All notices, requests, elections, demands and other communications permitted or required to be made herein shall be in writing, signed by the party or parties giving such notice, request, election, or demand, and shall be effective when actually received by the addressee, regardless of the method of delivery or, if mailed, three (3) business days after the date of postmark by the United States Postal Service, sent by certified mail return receipt requested, postage prepaid, to the other party at the following address, as applicable:

Borrower: ATL Stratford SFH, LLC  
6030 Unity Drive, Suite G  
Norcross, GA 30071  
Attn: Zhaoji Shen

Lender: Quantum National Bank  
505 Peachtree Industrial Boulevard  
Suwanee, Georgia 30024  
Attn: Eric Walker, Senior Vice President

with a copy to: Faber Mabe, LLC  
3615 Braselton Highway, Suite 203  
Dacula, Georgia 30019  
Attn: Kelly O. Faber, Esq.

or addressed to any such party at such other address within the continental United States of America as such party shall hereafter furnish by notice to the other parties given in accordance with the terms of this Paragraph 3.09; provided that no notice of change of address shall be effective until the date of receipt thereof. Rejection or other refusal to claim or accept, or the inability to deliver because of a changed address of which no notice was given as prescribed herein shall not affect the effective date of such notice, request, election, demand, or other communication sent as aforesaid. Delivery to a party or to any officer, partner, agent or employee of such party at the designated address shall constitute effective delivery for purposes hereof.

3.10 Cross-Default. An Event of Default by Borrower under this Assignment shall constitute a default under all other Loan Documents, including, without limitation, the Note and the Deed to Secure Debt.

3.11 No Obligation Imposed Upon Lender. Subject to Paragraph 1.02 (f) hereof, nothing contained herein shall operate or be construed to obligate Lender to perform any of the terms, covenants and conditions contained in any of the Leases or otherwise to impose any obligation upon

Lender with respect to any of the Leases including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the tenant, lessee, occupant, or other party under any of such Leases shall have been joined as a party defendant in any action to foreclose and the estate of such tenant, lessee, occupant, or other party shall have been thereby terminated. Unless and until Lender actually enters into and takes possession of the Premises, this Assignment shall not operate to place upon Lender any responsibility for the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Borrower prior to such actual entry and taking possession by Lender or by a receiver on behalf of Lender. In the event of any such entry into and taking possession of the Premises by Lender or by a receiver on behalf of Lender, Lender's or any receiver's, as the case may be, responsibility for the operation, control, care, management and repair of the Premises shall be strictly governed by the terms of the Loan Documents.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower has executed this Assignment under seal as of the date and year first above written.

**BORROWER:**

**ATL Stratford SFH, LLC, a Georgia Limited Liability Company**

By: CentryStone Capital, LLC, a Georgia limited liability company, its Manager

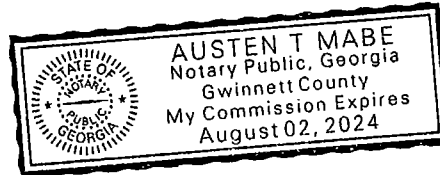
By: \_\_\_\_\_ (SEAL)  
Name: Zhaoji Shen  
Its: Manager

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]



[SIGNATURE PAGE TO ASSIGNMENT OF LEASES AND RENTS]

**EXHIBIT "A"**  
**Property Description**

**Closing Date:** June 30, 2022  
**Buyer(s):** ATL Stratford SFH, LLC  
**Property Address:** Property 1: 3643 N. Stratford Road, Atlanta, GA 30342  
Property 2: 3660 N. Stratford Road, Atlanta, GA 30342  
Property 3: 3604 N. Stratford Road, Atlanta, GA 30342  
Property 4: 3612 N. Stratford Road, Atlanta, GA 30342

**PROPERTY DESCRIPTION:**

**Property 1:**

All that tract or parcel of land lying and being in Land Lot 44, 17th District of Fulton County, Georgia, being Lot 5, Property of Frances A. Malone Subdivision, as per plat recorded at Plat Book 55, Page 16, Fulton County, Georgia, records, and being known as 3643 N. Stratford Road, NE. Atlanta, Georgia 30342, according to the present system of numbering houses.

**Property 2:**

All that tract or parcel of land lying and being in Land Lot 63, of the 17th District of Fulton County, Georgia, and known as Lot 23 of the Stratford Hills Annex Subdivision by John C. Wayt per plat recorded in Plat Book 18, Page 39, Fulton County, Georgia records, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 3:**

All that tract or parcel of land lying and being in Land Lots 62 and 63 of the 17th District of Fulton County, Georgia, being Lot 19 of Stratford Hills Annex as shown by a plat thereof recorded in Plat Book 22, Page 32, Fulton County, Georgia Records, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

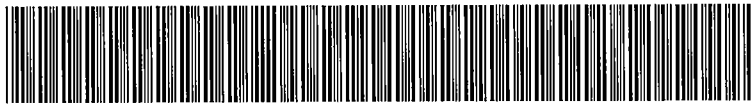
**Property 4:**

All that tract or parcel of land lying and being in the City of Atlanta, in the Land Lot 63 of the 17th District of Fulton County, Georgia, being all of Lot No.20 and the south half of lot 21 as per plat of Stratford Hills Annex (property of John C. Wayt) revised January 18, 1940, and recorded in Plat Book 22, Page 32, Fulton County records, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

### **SCHEDULE 1**

All present and/or future tenants under leases, either written or oral, of all or portions of Premises.





\*00000000735005620052006302022\*

## PROMISSORY NOTE

**Borrower:** ATL Stratford SFH, LLC  
Zhaoju Shen  
6030 Unity Dr Unit G  
Norcross, GA 30071

**Lender:** Quantum National Bank  
505 Peachtree Industrial Blvd  
Suwanee, GA 30024

**Principal Amount: \$1,840,000.00**

**Date of Note: June 30, 2022**

**REPAYMENT AND INTEREST RATE PROVISIONS.** Monthly principal and interest payments; 60-month balloon with a 25-year amortization. Interest rate will be fixed 3 days prior to closing at the Wall Street Journal Prime Rate + 0.75% with a floor of 5.25% for the first 30 months. The rate will reset in month 31 to the prevailing Wall Street Journal Prime Rate + 0.75% fixed for the remainder of the loan term. Interest will be calculated on a 360-day basis. The interest rates and payments referenced below are based on the current index and are subject to change at which time the above provisions are enforced.

**PROMISE TO PAY.** ATL Stratford SFH, LLC; and Zhaoju Shen ("Borrower") jointly and severally promise to pay to Quantum National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Eight Hundred Forty Thousand & 00/100 Dollars (\$1,840,000.00), together with interest on the unpaid principal balance from June 30, 2022, until paid in full.

**PAYMENT.** Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 30 monthly consecutive principal and interest payments of \$11,387.87 each, beginning July 30, 2022, with interest calculated on the unpaid principal balances using an interest rate of 5.500% per annum based on a year of 360 days ("Payment Stream 1"); 29 monthly consecutive principal and interest payments of \$11,387.87 each, beginning January 30, 2025, with interest calculated on the unpaid principal balances using an interest rate of 5.500% per annum based on a year of 360 days ("Payment Stream 2"); and one principal and interest payment of \$1,655,905.02 on June 30, 2027, with interest calculated on the unpaid principal balances using an interest rate of 5.500% per annum based on a year of 360 days ("Payment Stream 3"). This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest as shown on the most recent statement or bill provided to Borrower (if no statement or bill has been provided for any reason, it shall be applied to the unpaid interest accrued since the last payment); then to principal; and then to any late charges.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rates stated in this Note.

**RECEIPT OF PAYMENTS.** All payments must be made in U.S. dollars and must be received by Lender at:

Quantum National Bank  
505 Peachtree Industrial Blvd  
Suwanee, GA 30024

All payments must be received by Lender consistent with any written payment instructions provided by Lender.

**PREPAYMENT PENALTY.** Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: This loan is subject to a conditional prepayment penalty of 2% of the loan balance in the first year and 1% of the loan balance in the second year if Borrower obtains financing from another lending institution to pay off the balance of this loan prior to the maturity. There will be no Prepayment Penalty should: 1) Borrower make partial prepayments of principal from excess cash flow; or 2) Borrower pays partial or entire outstanding Principal Balance prior to maturity due to sale of part or all real estate securing this note to a third party in a complete arms-length transaction. If sold to a third party, Lender would request First Right to provide financing, if so desired by Lender. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Quantum National Bank, 505 Peachtree Industrial Blvd Suwanee, GA 30024.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$50.00, whichever is greater, regardless of any partial payments Lender has received.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 4.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or

Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's costs of collection, including court costs and fifteen percent (15%) of the principal plus accrued interest as attorneys' fees, if any sums owing under this Note are collected by or through an attorney at law, whether or not there is a lawsuit, and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Georgia.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Gwinnett County, State of Georgia.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$12.00 or five percent (5%) of the face amount of the check, whichever is greater, if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** Borrower acknowledges this Note is secured by Deed to Secure Debt, and other related Security Instruments, dated 06-30-2022 for properties being 3604, 3612, 3643, and 3660 N Stratford Rd NE Atlanta Ga 30342; Fulton County. .

**DEPOSIT ACCOUNT.** During the term of the loan the borrower must maintain a deposit relationship with Quantum National Bank.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Quantum National Bank 505 Peachtree Industrial Blvd Suwanee, GA 30024.

**REMEDIES.** The remedies of Lender provided herein or any of the related documents, or at law or in equity shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Lender, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of non-payment or dishonor .

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties waive any right to require Lender to take action against any other party who signs this Note as provided in O.C.G.A. Section 10-7-24 and agree that Lender may renew or extend (repeatedly and for any

length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

ATL STRATFORD SFH, LLC

CENTRYSTONE CAPITAL, LLC, Manager of ATL Stratford SFH, LLC

By:  (Seal)  
Zhaoju Shen, Manager of CentryStone Capital, LLC

X  (Seal)  
Zhaoju Shen, Individually

LENDER:

QUANTUM NATIONAL BANK

X   
Eric Walker, Senior Vice President



\*00000000735005620050706302022\*

## BUSINESS LOAN AGREEMENT

**Borrower:** ATL Stratford SFH, LLC  
Zhaoju Shen  
6030 Unity Dr Unit G  
Norcross, GA 30071

**Lender:** Quantum National Bank  
505 Peachtree Industrial Blvd  
Suwanee, GA 30024

THIS BUSINESS LOAN AGREEMENT dated June 30, 2022, is made and executed between ATL Stratford SFH, LLC; and Zhaoju Shen ("Borrower") and Quantum National Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of June 30, 2022, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**MULTIPLE BORROWERS.** This Agreement has been executed by multiple obligors who are referred to in this Agreement individually, collectively and interchangeably as "Borrower." Unless specifically stated to the contrary, the word "Borrower" as used in this Agreement, including without limitation all representations, warranties and covenants, shall include all Borrowers. Borrower understands and agrees that, with or without notice to any one Borrower, Lender may (A) make one or more additional secured or unsecured loans or otherwise extend additional credit with respect to any other Borrower; (B) with respect to any other Borrower alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (C) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's or any other Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) determine how, when and what application of payments and credits shall be made on any indebtedness; (F) apply such security and direct the order or manner of sale of any Collateral, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) sell, transfer, assign or grant participations in all or any part of the Loan; (H) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (I) settle or compromise any indebtedness; and (J) subordinate the payment of all or any part of any of Borrower's indebtedness to Lender to the payment of any liabilities which may be due Lender or others.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** ATL Stratford SFH, LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of ATL Stratford SFH, LLC's state of organization. ATL Stratford SFH, LLC is duly authorized to transact business in all other states in which ATL Stratford SFH, LLC is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which ATL Stratford SFH, LLC is doing business. Specifically, ATL Stratford SFH, LLC is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. ATL Stratford SFH, LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. ATL Stratford SFH, LLC maintains an office at 6030 Unity Dr Unit G, Norcross, GA 30071. Unless ATL Stratford SFH, LLC has designated otherwise in writing, the principal office is the office at which ATL Stratford SFH, LLC keeps its books and records including its records concerning the Collateral. ATL Stratford SFH, LLC will notify Lender prior to any change in the location of ATL Stratford SFH, LLC's state of organization or any change in ATL Stratford SFH, LLC's name. ATL Stratford SFH, LLC shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to ATL Stratford SFH, LLC and ATL Stratford SFH, LLC's business activities.

Zhaoju Shen maintains an office at 5041 Lilburn Stone Mountain Rd, Lilburn, GA 30047. Unless Zhaoju Shen has designated otherwise in writing, the principal office is the office at which Zhaoju Shen keeps its books and records including its records concerning the Collateral. Zhaoju Shen will notify Lender prior to any change in the location of Zhaoju Shen's principal office address or any change in Zhaoju Shen's name. Zhaoju Shen shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Zhaoju Shen and Zhaoju Shen's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

## BUSINESS LOAN AGREEMENT (Continued)

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

**Annual Statements.** As soon as available, but in no event later than thirty (30) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower in form satisfactory to Lender.

**Tax Returns.** As soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period ended, Borrower's Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Additional Requirements.** A minimum debt service coverage of 1.30x, reviewed annually on fiscal year end results. .

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon

## BUSINESS LOAN AGREEMENT (Continued)

request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Compliance Certificates.** Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**RECOVERY OF ADDITIONAL COSTS.** If the imposition of or any change in any law, rule, regulation, guideline, or generally accepted accounting principle, or the interpretation or application of any thereof by any court, administrative or governmental authority, or standard-setting organization (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to

## BUSINESS LOAN AGREEMENT (Continued)

discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Indebtedness and Liens.** (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts receivable, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

**Loans, Acquisitions and Guaranties.** (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will



## BUSINESS LOAN AGREEMENT (Continued)

become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Subject to any limits under applicable law, costs and expenses include fifteen percent (15%) of the principal plus accrued interest collected as Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Georgia.

**Choice of Venue.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Gwinnett County, State of Georgia.

**Joint and Several Liability.** All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid



# BUSINESS LOAN AGREEMENT (Continued)

in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means ATL Stratford SFH, LLC; and Zhaoju Shen and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Quantum National Bank, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means the Note dated June 30, 2022 and executed by ATL Stratford SFH, LLC; and Zhaoju Shen in the principal amount of \$1,840,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Permitted Liens.** The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BUSINESS LOAN AGREEMENT  
(Continued)**

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BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED JUNE 30, 2022.

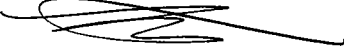
THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

ATL STRATFORD SFH, LLC

CENTRYSTONE CAPITAL, LLC, Manager of ATL Stratford SFH, LLC

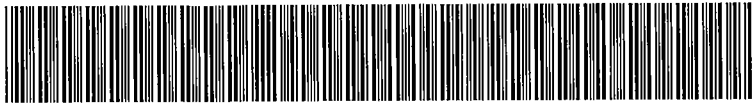
By:  (Seal)  
Zhaoju Shen, Manager of CentryStone Capital, LLC

X  (Seal)  
Zhaoju Shen, Individually

LENDER:

QUANTUM NATIONAL BANK

By:  (Seal)  
Eric Walker, Senior Vice President



\*00000000735005620170006302022\*

## RESOLUTION OF LIMITED LIABILITY COMPANY MANAGER

**Borrower:** ATL Stratford SFH, LLC  
Zhaoju Shen  
6030 Unity Dr Unit G  
Norcross, GA 30071

**Lender:** Quantum National Bank  
505 Peachtree Industrial Blvd  
Suwanee, GA 30024

**Company:** CentryStone Capital, LLC  
6030 Unity Dr  
Norcross, GA 30071

### I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

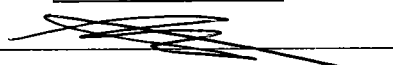
**ORGANIZATION.** The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the Company's state of organization. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 6030 Unity Dr, Norcross, GA 30071. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records including its records concerning the Collateral. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

**RELATIONSHIP TO BORROWER AND GRANTOR.** The Company is a Manager in ATL Stratford SFH, LLC. ATL Stratford SFH, LLC has applied or will be applying to Quantum National Bank ("Lender") for a loan or loans and other financial accommodations from Lender and has agreed to grant collateral for a loan or loans and other financial accommodations from Lender to ATL Stratford SFH, LLC, including those which may be described on any exhibit or schedule attached to this Resolution. The Company has considered the value of ATL Stratford SFH, LLC obtaining the financial accommodations described above and granting the collateral.

**AUTHORIZATION TO BE A MANAGER.** The Company is authorized to be and become a Manager in the Limited Liability Company named ATL Stratford SFH, LLC, whose office is at 6030 Unity Dr Unit G, Norcross, GA 30071.

**RESOLUTIONS ADOPTED.** At a meeting of the members of the Company, duly called and held on **June 30, 2022**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

**MANAGER.** The following named person is a manager of CentryStone Capital, LLC:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Zhaoju Shen	Manager	Y X	 (Seal)

**ACTIONS AUTHORIZED.** The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Company:

**Execute Documents.** As Manager of ATL Stratford SFH, LLC, to execute and deliver to Lender the form of Limited Liability Company Resolution and other loan documents submitted by Lender, confirming the nature and existence of ATL Stratford SFH, LLC, including the Company's participation in ATL Stratford SFH, LLC as a Manager, and evidencing the terms of the loan from Lender to ATL Stratford SFH, LLC.

**Authorize Managers.** To authorize other managers or employees of the Company, from time to time, to act in his or her stead or as his or her successors on behalf of the Company as Manager in ATL Stratford SFH, LLC.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the manager may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

**NOTICES TO LENDER.** The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

**PARTICIPATION AUTHORIZED.** The Company's participation in ATL Stratford SFH, LLC as a Manager and the execution, delivery, and performance of the documents described herein have been duly authorized by all necessary action by the Company and do not conflict with, result in a violation of, or constitute a default under (A) any provision of its articles of organization, or any agreement or other instrument binding upon the Company or (B) any law, governmental regulation, court decree, or order applicable to the Company.

**CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS.** The manager named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is

**RESOLUTION OF LIMITED LIABILITY COMPANY MANAGER**  
**(Continued)**

Loan No: 735005620

Page 2

given.

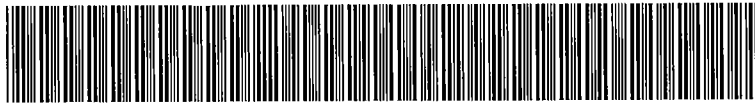
IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Resolution of Limited Liability Company Manager is dated June 30, 2022.

THIS RESOLUTION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS RESOLUTION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CERTIFIED TO AND ATTESTED BY:

X  (Seal)  
Zhaoju Shen, Manager of CentryStone Capital, LLC



\*00000000735005620170006302022\*

## LIMITED LIABILITY COMPANY RESOLUTION TO BORROW / GRANT COLLATERAL

**Borrower:** ATL Stratford SFH, LLC  
Zhaoju Shen  
6030 Unity Dr Unit G  
Norcross, GA 30071

**Lender:** Quantum National Bank  
505 Peachtree Industrial Blvd  
Suwanee, GA 30024

**Company:** ATL Stratford SFH, LLC  
6030 Unity Dr Unit G  
Norcross, GA 30071

### I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

**THE COMPANY'S EXISTENCE.** The complete and correct name of the Company is ATL Stratford SFH, LLC ("Company"). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the Company's state of organization. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 6030 Unity Dr Unit G, Norcross, GA 30071. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

**RESOLUTIONS ADOPTED.** At a meeting of the members of the Company, duly called and held on **June 30, 2022**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

**MANAGER.** The following named entity is a manager of ATL Stratford SFH, LLC:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
CentryStone Capital, LLC	Manager	Y	

**ACTIONS AUTHORIZED.** The authorized entity listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized entity is authorized, empowered, and directed to do the following for and on behalf of the Company:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Company and Lender, such sum or sums of money as in its judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all of the Company's real property and all of the Company's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Company to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as it may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the manager may in its discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

**ASSUMED BUSINESS NAMES.** The Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: **None.**

**MULTIPLE BORROWERS.** The Company may enter into transactions in which there are multiple borrowers on obligations to Lender and the Company understands and agrees that, with or without notice to the Company, Lender may discharge or release any party or collateral securing an obligation, grant any extension of time for payment, delay enforcing any rights granted to Lender, or take any other action or inaction,

without the loss to Lender of any of its rights against the Company; and that Lender may modify transactions without the consent of or notice to anyone other than the party with whom the modification is made.

**NOTICES TO LENDER.** The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

**CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS.** The manager named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position set opposite its respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

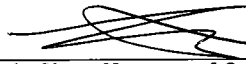
**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and attest that the signature set opposite the name listed above is its genuine signature.

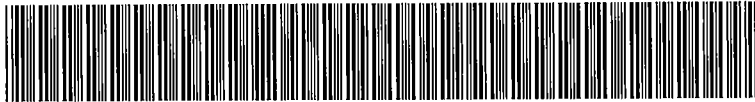
I have read all the provisions of this Resolution, and I personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Limited Liability Company Resolution to Borrow / Grant Collateral is dated June 30, 2022.

CERTIFIED TO AND ATTESTED BY:

CENTRYSTONE CAPITAL, LLC, Manager of ATL Stratford SFH,  
LLC

By:   
Zhaoju Shen, Manager of CentryStone Capital, LLC

NOTE: If the manager signing this Resolution is designated by the foregoing document as one of the managers authorized to act on the Company's behalf, it is advisable to have this Resolution signed by at least one non-authorized manager of the Company.



\*00000000735005620150006302022\*

## ERRORS AND OMISSIONS AGREEMENT

**Borrower:** ATL Stratford SFH, LLC  
6030 Unity Dr Unit G  
Norcross, GA 30071

**Lender:** Quantum National Bank  
505 Peachtree Industrial Blvd  
Suwanee, GA 30024

**LOAN NO.:** 735005620

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

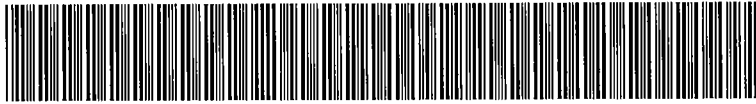
DATED effective this **June 30, 2022**

**BORROWER:**

ATL STRATFORD SFH, LLC

CENTRYSTONE CAPITAL, LLC, Manager of ATL Stratford SFH, LLC

By:  (Seal)  
Zhaoju Shen, Manager of CentryStone Capital, LLC



\*00000000735005620150006302022\*

## ERRORS AND OMISSIONS AGREEMENT

**Borrower:** Zhaoju Shen  
5041 Lilburn Stone Mountain Rd  
Lilburn, GA 30047

**Lender:** Quantum National Bank  
505 Peachtree Industrial Blvd  
Suwanee, GA 30024


**LOAN NO.:** 735005620

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

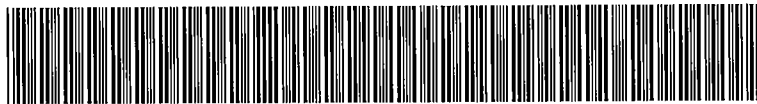
The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this **June 30, 2022**

**BORROWER:**

X  (Seal)  
Zhaoju Shen





\*00000000735005620050106302022\*

## CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information:

- a. Name and Title of Natural Person Opening Account:

Zhaoju Shen, Manager of CentryStone Capital, LLC

- b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened:

ATL Stratford SFH, LLC, Limited Liability Company; 6030 Unity Dr Unit G; Norcross, GA 30071

- c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Not Applicable

- d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

☐ An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or

☒ Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons <sup>1</sup>	For Non-U.S. Persons <sup>2</sup>
Zhaoju Shen, Agent	10-31-1971	5041 Lilburn Stone Mountain Rd, Lilburn, GA 30047, USA	672-18-0264	

I, Zhaoju Shen (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct, and on behalf of ATL Stratford SFH, LLC, I agree to notify the financial institution of any change in such information.

By:   
Zhaoju Shen, Manager of CentryStone Capital, LLC

6/30/2022  
Date

<sup>1</sup> U.S. Persons must provide a Social Security Number.

<sup>2</sup> Non-U.S. Persons must provide a Social Security Number, passport number and country of issuance, or similar identification number. In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Legal Entity Identifier: \_\_\_\_\_ (Optional)



\*00000000735005620050006302022\*

## ACH AUTHORIZATION TO DEBIT ACCOUNT FOR PAYMENT

**Borrower:** ATL Stratford SFH, LLC  
Zhaoju Shen  
6030 Unity Dr Unit G  
Norcross, GA 30071

**Lender:** Quantum National Bank  
505 Peachtree Industrial Blvd  
Suwanee, GA 30024

**Account Holder:** ATL Stratford SFH, LLC  
6030 Unity Dr Unit G  
Norcross, GA 30071

**LOAN TYPE.** This is a Fixed Rate (5.500% initial rate) Nondisclosable Loan to an Individual and a Limited Liability Company for \$1,840,000.00 due on June 30, 2027.

**AUTHORIZATION.** Account Holder authorizes Quantum National Bank ("Lender") to electronically debit the account described below ("Account") (and, if necessary, electronically credit the account to correct erroneous debits) as follows in connection with the loan or line of credit described above ("Obligation"):

**ACCOUNT.** Beginning on July 30, 2022, and on the remaining payment dates described in the Payment Schedule, Lender is authorized to debit the Account in the amounts shown in the Payment Schedule.

**Account Type:** Demand Deposit - Checking

**Depository Institution:** Quantum National Bank

**Routing Number:** 061104893

**Account Number:**

**RECURRING PAYMENT SCHEDULE.** Debits will be made according to the following Payment Schedule:

Loan 735005620. Principal and interest payments will be made monthly beginning 7-30-2022 in the amount of \$11,387.87. A final transfer will be made 5-30-2027.

If payments vary in amount, Account Holder has the right to receive notice from Lender ten (10) calendar days prior to the date on which the debit is to be made to the Account, however, Account Holder agrees that such notice will be required only if the debit exceeds any payment amounts under the terms of the Payment Schedule as stated above and as may be modified from time to time.

**PAYMENT DUE DATE/INSUFFICIENT FUNDS.** If the payment due day falls on a date that Lender does not process payments, the payment will be deducted on the next day that Lender does process payments. If the Account does not have sufficient funds, Lender may attempt, but shall have no obligation to continue to attempt to deduct the payment from the Account. If the Account has insufficient funds when Lender attempts to deduct a payment, Lender may terminate the automatic deduction of payments upon notice to Borrower and Account Holder. Until such time as payment is made, Borrower shall be responsible to make such payment, and all other payments that may be due on the Obligation.

**CANCELLATION.** Account Holder understands that this authorization will remain in full force and effect until cancelled by me, Borrower or Lender upon written notice. If Account Holder or Borrower wish to cancel this Authorization the party requesting cancellation will notify Lender at least days prior to the next scheduled payment date.

**ACH AUTHORIZATION TO DEBIT ACCOUNT FOR PAYMENT  
(Continued)**

Loan No: 735005620

Page 2


BORROWER AND ACCOUNT HOLDER HAVE READ AND AGREE TO THE TERMS SET FORTH ABOVE AND ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS AUTHORIZATION.

**BORROWER:**

ATL STRATFORD SFH, LLC

CENTRYSTONE CAPITAL, LLC, Manager of ATL Stratford SFH, LLC

By:  (Seal)  
Zhaoju Shen, Manager of CentryStone Capital, LLC

X  (Seal)  
Zhaoju Shen, Individually

**ACCOUNT HOLDER:**

ATL STRATFORD SFH, LLC

CENTRYSTONE CAPITAL, LLC, Manager of ATL Stratford SFH, LLC

By:  (Seal)  
Zhaoju Shen, Manager of CentryStone Capital, LLC

Applicant Name: ATL Stratford SFH, LLC  
Loan Officer: Eric Walker

Co/Applicant Name: Zhaoju Shen  
Date: 6/09/2022

Information for Government Monitoring Purposes:

\*Please check boxes below.

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, race, and sex) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more Designations for "Ethnicity" and one or more designations for "Race."

The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, race, and sex on the basis of visual observation or surname. If you do not wish to provide some or all of this information, please check below.

**Applicant:**

**Ethnicity:** – Check one or more

- ☐ Hispanic or Latino  
☐ Mexican  
☐ Puerto Rican  
☐ Cuban  
☐ Other Hispanic or Latino – *Print origin, for example, Argentinian, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:*

☐ Not Hispanic or Latino

☐ I do not wish to provide this information

☒ NA – Business Entity

**Race:** – Check one or more

☐ American Indian or Alaska Native – *Print name of enrolled or principal tribe:*

- ☐ Asian  
☐ Asian Indian  
☐ Chinese  
☐ Filipino  
☐ Japanese  
☐ Korean  
☐ Vietnamese  
☐ Other Asian – *Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:*

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander

- ☐ Native Hawaiian  
☐ Guamanian or Chamorro  
☐ Samoan  
☐ Other Pacific Islander – *Print race, for example, Fijian, Tongan, and so on:*

☐ White

☐ I do not wish to provide this information

☒ NA – Business Entity

**Sex:**

- ☐ Female  
☐ Male

☐ I do not wish to provide this information

☒ NA – Business Entity

**To Be Completed by Financial Institution (for an application taken in person):**

Was the ethnicity of the applicant collected on the basis of visual observation or surname?

- ☐ Yes  
☐ No  
☒ NA – Business Entity

Was the race of the applicant collected on the basis of visual observation or surname?

- ☐ Yes  
☐ No  
☒ NA – Business Entity

Was the sex of the applicant collected on the basis of visual observation or surname?

- ☐ Yes  
☐ No  
☒ NA – Business Entity

☐

**Co-Applicant:**

**Ethnicity:** – Check one or more

- ☐ Hispanic or Latino  
☐ Mexican  
☐ Puerto Rican  
☐ Cuban  
☐ Other Hispanic or Latino – *Print origin, for example, Argentinian, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:*

☐ Not Hispanic or Latino

☐ I do not wish to provide this information

☐ NA – Business Entity

☐ NA – No Co/Applicant

**Race:** – Check one or more

☐ American Indian or Alaska Native – *Print name of enrolled or principal tribe:*

- ☐ Asian  
☐ Asian Indian  
☐ Chinese  
☐ Filipino  
☐ Japanese  
☐ Korean  
☐ Vietnamese  
☐ Other Asian – *Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:*

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander

- ☐ Native Hawaiian  
☐ Guamanian or Chamorro  
☐ Samoan  
☐ Other Pacific Islander – *Print race, for example, Fijian, Tongan, and so on:*

☐ White

☐ I do not wish to provide this information

☐ NA – Business Entity

☐ NA – No Co/Applicant

**Sex:**

- ☐ Female  
☐ Male

☐ I do not wish to provide this information

☐ NA – Business Entity

☐ NA – No Co/Applicant

Was the ethnicity of the co-applicant collected on the basis of visual observation or surname?

- ☐ Yes  
☒ No  
☐ NA – Business Entity  
☐ NA – No Co/Applicant

Was the race of the co-applicant collected on the basis of visual observation or surname?

- ☐ Yes  
☒ No  
☐ NA – Business Entity  
☐ NA – No Co/Applicant

Was the sex of the co-applicant collected on the basis of visual observation or surname?

- ☐ Yes  
☒ No  
☐ NA – Business Entity  
☐ NA – No Co/Applicant

☐

**TO BE COMPLETED BY LOAN ORIGINATOR**

Applicant:

This application was taken by:

- ☐ In a face-to-face interview  
☐ In a telephone interview  
☒ By the applicant and submitted by fax or mail  
☐ By the applicant and submitted via e-mail or the internet

**TO BE COMPLETED BY LOAN ORIGINATOR**

Co/Applicant:

This application was taken by:

- ☐ In a face-to-face interview  
☐ In a telephone interview  
☒ By the applicant and submitted by fax or mail  
☐ By the applicant and submitted via e-mail or the internet

STATE OF GEORGIA

COUNTY OF FULTON

**OWNER'S AFFIDAVIT AND  
NON-FOREIGN CERTIFICATION**

PERSONALLY APPEARED, before me, the undersigned attesting officer, Zhaoji Shen, ("Deponent"), who after being duly sworn according to law, deposes and says on oath as follows:

1. That Deponent is the Manager of CentryStone Capital, LLC, a Georgia limited liability company, which is the Manager of ATL Stratford SFH, LLC, a Georgia limited liability company, which is the owner ("Owner") of that certain tract or parcel of real property lying and being in FULTON County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property") and that Deponent has personal knowledge of the matters set forth herein;

2. That no improvements or repairs have been made on the Property by or on behalf of the Owner during the ninety-five (95) days immediately preceding the date hereof the bills for which have not been paid in full; that there are no outstanding bills incurred by or on behalf of the Owner for labor, services and/or materials used in making improvements or repairs to the Property, or for services of architects, surveyors or engineers incurred in connection therewith; and that there are no unpaid bills or liens against the Property for sewerage, water main, sidewalk or other street improvements;

3. That Owner is not aware of and has received no notice of pending suits, judgments, bankruptcies, executions, claims of lien, liens, deeds to secure debt, mortgages, special assessments for sewerage or street improvements or other encumbrances, tenancies, assessments, restrictions, encroachments, leases, subleases, occupancies, easements, claims of easements of rights-of-way or use, or authorization ordinances for streets, sewerage or other public improvements that do nor could in any way either affect the title to or possession of the Property or constitute a lien thereon, except those matters referred to in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Permitted Exceptions");

4. THAT THERE IS NO PENDING APPEAL OF TAXES ON THE PROPERTY AND THAT NO TAXES HAVE BEEN PAID BASED ON A TEMPORARY BILL;

5. That all charges for water and sewer service provided to the subject property by the municipal or county authorities which are currently due have been paid;

6. That there is no outstanding indebtedness for equipment, appliances or other fixtures attached to the Property other than as set forth in the Permitted Exceptions;

7. That the Deponent is not a foreign person, foreign corporation, foreign

partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code. The Federal Tax Identification Number of Owner is \_\_\_\_\_, and its mailing address is 6030 Unity Drive, Suite G, Norcross, GA 30071. This statement is made by Deponent in compliance with Section 1445 of the Internal Revenue Code to exempt any transferee of the Property from withholding the tax required upon a foreign transferor's disposition of a U.S. real property interest;

8. That the Owner has been and is in open and peaceable possession of the Property and knows of no adverse claims to Owner's claim of title, other than as set forth in the Permitted Exceptions;

9. That the Owner has received no notice of pending or threatened litigation or dispute regarding the lines or corners of the Property;


10. There is currently no uncured breach, default or failure of performance or payment (including, but not limited to, any fee, assessment, reimbursement or other cost created or imposed by any purchase and sale agreement) on the part of the Property or the Owner of the Property under any of the Permitted Title Exceptions.

11. That no broker's services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the Property by Owner and that no notices of lien for any such services have been received by the Owner.

This Affidavit is made to induce national title insurance companies to insure title to the Property without exception other than as set forth on Exhibit "B" hereof.

NOW THEREFORE it is agreed that in consideration of Investors Title Insurance Company issuing its policy or policies without making exception therein of matters which may arise between the most recent effective date of the title commitment (the last date upon which the search of title is effective) and the date the documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect said title, the undersigned agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title (collectively, "objection(s) to title") arising by, through, or under Owner, which may arise or be filed, as the case may be, against the captioned premises during the period of time between the most recent effective date of title commitment and date of recording of all closing instruments, and to hold harmless and indemnify the Company against all expenses, costs and reasonable attorneys fees which may arise out of its failure to so remove, bond or otherwise dispose of any said objection(s) to title arising by, through, or under Owner.

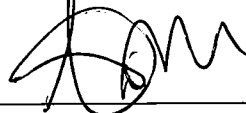
WITNESS the hand and seal of the undersigned this 30<sup>th</sup> day of June, 2022.

 (SEAL)

Zhaoji Shen

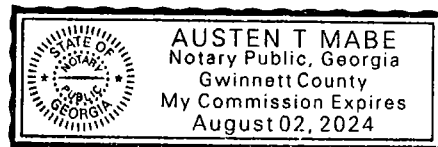
(25)

Sworn to and subscribed before  
me this 30<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

[AFFIX NOTARY SEAL]



**EXHIBIT "A"**  
**Property Description**

**Closing Date:** June 30, 2022  
**Buyer(s):** ATL Stratford SFH, LLC  
**Property Address:** Property 1: 3643 N. Stratford Road, Atlanta, GA 30342  
Property 2: 3660 N. Stratford Road, Atlanta, GA 30342  
Property 3: 3604 N. Stratford Road, Atlanta, GA 30342  
Property 4: 3612 N. Stratford Road, Atlanta, GA 30342

**PROPERTY DESCRIPTION:**

**Property 1:**

All that tract or parcel of land lying and being in Land Lot 44, 17th District of Fulton County, Georgia, being Lot 5, Property of Frances A. Malone Subdivision, as per plat recorded at Plat Book 55, Page 16, Fulton County, Georgia, records, and being known as 3643 N. Stratford Road, NE. Atlanta, Georgia 30342, according to the present system of numbering houses.

**Property 2:**

All that tract or parcel of land lying and being in Land Lot 63, of the 17th District of Fulton County, Georgia, and known as Lot 23 of the Stratford Hills Annex Subdivision by John C. Wayt per plat recorded in Plat Book 18, Page 39, Fulton County, Georgia records, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 3:**

All that tract or parcel of land lying and being in Land Lots 62 and 63 of the 17th District of Fulton County, Georgia, being Lot 19 of Stratford Hills Annex as shown by a plat thereof recorded in Plat Book 22, Page 32, Fulton County, Georgia Records, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 4:**

All that tract or parcel of land lying and being in the City of Atlanta, in the Land Lot 63 of the 17th District of Fulton County, Georgia, being all of Lot No.20 and the south half of lot 21 as per plat of Stratford Hills Annex (property of John C. Wayt) revised January 18, 1940, and recorded in Plat Book 22, Page 32, Fulton County records, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.



**EXHIBIT "B"**  
**PERMITTED TITLE EXCEPTIONS**

1. Taxes for the year 2022 and subsequent years, not yet due and payable.

Additional Exceptions:

Affecting Property 1:

- A. All matters as shown on that plat recorded in Plat Book 55, Page 16, Fulton County, Georgia Records.

Affecting Property 2:

- A. All matters as shown on that plat recorded in Plat Book 18, page 39, Fulton County, Georgia Records.
- B. Sewer Easement from Mrs. R.A. Burnett to Fulton County dated August 18, 1949 recorded in Deed Book 2488, page 250, aforesaid records.

Affecting Property 3:

- A. All matters as shown on plat recorded in Plat Book 22, Page 32, aforesaid Records.

Affecting Property 4:

- A. All matters as shown on plat recorded in Plat Book 22, Page 32, aforesaid Records.
- B. All matters as shown on that survey prepared by Streetsmarts, David Lee Cyphers, Georgia Registered Land Surveyor No. 2464, dated September 2, 1999, last revised September 21, 1999.

## ASSIGNMENT AND ASSUMPTION OF LEASES

**THIS ASSIGNMENT AND ASSUMPTION OF LEASES** (this “Assignment”) is made and entered into as of the 30th day of June, 2022, by and between **BUCKHEAD STRATFORD INVESTORS, LLC**, a Georgia limited liability company, (collectively “Assignor”), and **ATL STRATFORD SFH, LLC**, a Georgia limited liability company (“Assignee”).

### WITNESSETH:

**WHEREAS**, contemporaneously with the execution hereof, Assignor has conveyed to Assignee, Assignor’s fee simple interest in that certain real property commonly known as “3604, 3612, 3643, and 3660 N. Stratford Road, Atlanta, Fulton County, Georgia”, and more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

**WHEREAS**, in connection with said conveyance, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title and interest in and to those certain leases, occupancy agreements and guarantees thereof as set forth on **Exhibit “B”** attached hereto and made a part hereof (collectively, the “Leases”), and, subject to the terms and conditions hereof, Assignee desires to assume Assignor’s obligations in respect of said Leases;

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Assignor by Assignee, Assignee’s purchase of Assignor’s leasehold interest in the Property and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby unconditionally and absolutely assigns, transfers, sets over and conveys to Assignee all of Assignor’s right, title and interest in, to and under the Leases.
2. Assignee, by acceptance hereof, hereby assumes and agrees to perform all of Assignor’s duties and obligations under the Leases.
3. Assignor agrees to indemnify Assignee and hold Assignee harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including without limitation reasonable attorneys’ fees actually incurred and expenses) asserted against or incurred by Assignee by reason of or arising out of any failure by Assignor to perform or observe the obligations, covenants, terms and conditions under the Leases arising before the date hereof.
4. Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including without limitation reasonable attorneys’ fees actually incurred and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions under the Leases arising on or after the date hereof.

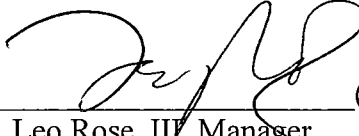
5. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee, their respective legal representatives, successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Assignment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Assignor and Assignee have signed, sealed and delivered this Assignment as of this day and year first above written.

**ASSIGNOR:**

**BUCKHEAD STRATFORD INVESTORS, LLC,**  
a Georgia limited liability company


By:  (SEAL)  
Leo Rose, III, Manager

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**ASSIGNEE:**

ATL STRATFORD SFH, LLC, a Georgia  
limited liability company

BY: CentryStone Capital, LLC, a Georgia limited liability  
company, its Manager

By:  \_\_\_\_\_ [SEAL]  
Zhaojun Shen, Manager



**EXHIBIT "A"**  
**Property Description**

**Closing Date:** June 30, 2022  
**Buyer(s):** ATL Stratford SFH, LLC  
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**Property 2:**

All that tract or parcel of land lying and being in Land Lot 63, of the 17th District of Fulton County, Georgia, and known as Lot 23 of the Stratford Hills Annex Subdivision by John C. Wayt per plat recorded in Plat Book 18, Page 39, Fulton County, Georgia records, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 3:**

All that tract or parcel of land lying and being in Land Lots 62 and 63 of the 17th District of Fulton County, Georgia, being Lot 19 of Stratford Hills Annex as shown by a plat thereof recorded in Plat Book 22, Page 32, Fulton County, Georgia Records, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 4:**

All that tract or parcel of land lying and being in the City of Atlanta, in the Land Lot 63 of the 17th District of Fulton County, Georgia, being all of Lot No.20 and the south half of lot 21 as per plat of Stratford Hills Annex (property of John C. Wayt) revised January 18, 1940, and recorded in Plat Book 22, Page 32, Fulton County records, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

EXHIBIT "B"

LEASE INFORMATION

PROPERTY	TENANT	START DATE	END DATE	MONTHLY RENT
3604	David Wallace, Daniel Bristow, McCarthy Robinson & Russell McGinn	September 1, 2021	August 31, 2022	\$2,800
3612	Hampton Dykes, Bennett Kahn, James Ferguson & Graham Thompson	August 1, 2021	July 31, 2022	\$3,000
3643	Jack Bickford, Evan Ellinger, Edward Nitka & Kevin Kaps	June 3, 2021	June 2, 2022 then month-to-month	\$3,200
3660	Mr. & Mrs. Hess	April 1, 2021	Month-to-month	\$3,000

## ASSIGNMENT AND ASSUMPTION OF LEASES

**THIS ASSIGNMENT AND ASSUMPTION OF LEASES** (this “Assignment”) is made and entered into as of the 30th day of June, 2022, by and between **BUCKHEAD STRATFORD INVESTORS, LLC**, a Georgia limited liability company, (collectively “Assignor”), and **ATL STRATFORD SFH, LLC**, a Georgia limited liability company (“Assignee”).

### WITNESSETH:

**WHEREAS**, contemporaneously with the execution hereof, Assignor has conveyed to Assignee, Assignor’s fee simple interest in that certain real property commonly known as “3604, 3612, 3643, and 3660 N. Stratford Road, Atlanta, Fulton County, Georgia”, and more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

**WHEREAS**, in connection with said conveyance, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title and interest in and to those certain leases, occupancy agreements and guarantees thereof as set forth on **Exhibit “B”** attached hereto and made a part hereof (collectively, the “Leases”), and, subject to the terms and conditions hereof, Assignee desires to assume Assignor’s obligations in respect of said Leases;

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Assignor by Assignee, Assignee’s purchase of Assignor’s leasehold interest in the Property and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby unconditionally and absolutely assigns, transfers, sets over and conveys to Assignee all of Assignor’s right, title and interest in, to and under the Leases.
2. Assignee, by acceptance hereof, hereby assumes and agrees to perform all of Assignor’s duties and obligations under the Leases.
3. Assignor agrees to indemnify Assignee and hold Assignee harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including without limitation reasonable attorneys’ fees actually incurred and expenses) asserted against or incurred by Assignee by reason of or arising out of any failure by Assignor to perform or observe the obligations, covenants, terms and conditions under the Leases arising before the date hereof.
4. Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including without limitation reasonable attorneys’ fees actually incurred and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions under the Leases arising on or after the date hereof.



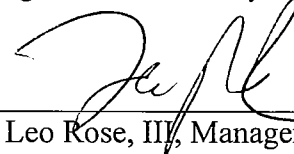
5. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee, their respective legal representatives, successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Assignment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Assignor and Assignee have signed, sealed and delivered this Assignment as of this day and year first above written.

**ASSIGNOR:**

**BUCKHEAD STRATFORD INVESTORS, LLC,**  
a Georgia limited liability company



By:  (SEAL)  
Leo Rose, III, Manager

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**ASSIGNEE:**

ATL STRATFORD SFH, LLC, a Georgia  
limited liability company

BY: CentryStone Capital, LLC, a Georgia limited liability  
company, its Manager

By:  [SEAL]  
Zhaoji Shen, Manager  


**EXHIBIT "A"**  
**Property Description**

**Closing Date:** June 30, 2022  
**Buyer(s):** ATL Stratford SFH, LLC  
**Property Address:** Property 1: 3643 N. Stratford Road, Atlanta, GA 30342  
Property 2: 3660 N. Stratford Road, Atlanta, GA 30342  
Property 3: 3604 N. Stratford Road, Atlanta, GA 30342  
Property 4: 3612 N. Stratford Road, Atlanta, GA 30342

**PROPERTY DESCRIPTION:**

**Property 1:**

All that tract or parcel of land lying and being in Land Lot 44, 17th District of Fulton County, Georgia, being Lot 5, Property of Frances A. Malone Subdivision, as per plat recorded at Plat Book 55, Page 16, Fulton County, Georgia, records, and being known as 3643 N. Stratford Road, NE. Atlanta, Georgia 30342, according to the present system of numbering houses.

**Property 2:**

All that tract or parcel of land lying and being in Land Lot 63, of the 17th District of Fulton County, Georgia, and known as Lot 23 of the Stratford Hills Annex Subdivision by John C. Wayt per plat recorded in Plat Book 18, Page 39, Fulton County, Georgia records, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 3:**

All that tract or parcel of land lying and being in Land Lots 62 and 63 of the 17th District of Fulton County, Georgia, being Lot 19 of Stratford Hills Annex as shown by a plat thereof recorded in Plat Book 22, Page 32, Fulton County, Georgia Records, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 4:**

All that tract or parcel of land lying and being in the City of Atlanta, in the Land Lot 63 of the 17th District of Fulton County, Georgia, being all of Lot No.20 and the south half of lot 21 as per plat of Stratford Hills Annex (property of John C. Wayt) revised January 18, 1940, and recorded in Plat Book 22, Page 32, Fulton County records, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**EXHIBIT "B"**

**LEASE INFORMATION**

PROPERTY	TENANT	START DATE	END DATE	MONTHLY RENT
3604	David Wallace, Daniel Bristow, McCarthy Robinson & Russell McGinn	September 1, 2021	August 31, 2022	\$2,800
3612	Hampton Dykes, Bennett Kahn, James Ferguson & Graham Thompson	August 1, 2021	July 31, 2022	\$3,000
3643	Jack Bickford, Evan Ellinger, Edward Nitka & Kevin Kaps	June 3, 2021	June 2, 2022 then month-to-month	\$3,200
3660	Mr. & Mrs. Hess	April 1, 2021	Month-to-month	\$3,000

STATE OF GEORGIA

COUNTY OF FULTON

**OWNERS' AFFIDAVIT AND**  
**NON-FOREIGN CERTIFICATION**

PERSONALLY APPEARED before me, the undersigned attesting officer, Leo Rose III, who after being duly sworn according to law, depose and say on oath as follows:

1. That Leo Rose III is the Manager of Buckhead Stratford Investors, LLC, a Georgia limited liability company, and that Buckhead Stratford Investors, LLC is the owner ("Owner") of that certain tract or parcel of real property lying and being in Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property");

2. That no improvements or repairs have been made on the Property by or on behalf of the Owner during the ninety-five (95) days immediately preceding the date hereof the bills for which have not been paid in full; that there are no outstanding bills incurred by or on behalf of the Owner for labor, services and/or materials used in making improvements or repairs to the Property, or for services of architects, surveyors or engineers incurred in connection therewith; and that there are no unpaid bills or liens against the Property for sewerage, water main, sidewalk or other street improvements;

3. That the Owner is not aware of and has received no notice of pending suits, judgments, bankruptcies, executions, claims of lien, liens, deeds to secure debt, mortgages, special assessments for sewerage or street improvements or other encumbrances, tenancies, assessments, restrictions, encroachments, leases, subleases, occupancies, easements, claims of easements of rights-of-way or use, or authorization ordinances for streets, sewerage or other public improvements that do nor could in any way either affect the title to or possession of the Property or constitute a lien thereon, except those matters referred to in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Permitted Title Exceptions"),

4. THAT THERE IS NO PENDING APPEAL OF TAXES ON THE PROPERTY AND THAT NO TAXES HAVE BEEN PAID BASED ON A TEMPORARY BILL;

5. That all charges for water and sewer service provided to the subject property by the municipal or county authorities are billed to the tenants and the Owner has not received any notice that any such charges been not paid when due;

6. That there is no outstanding indebtedness incurred by the Owner for equipment,

appliances or other fixtures attached to the Property other than as set forth in the Permitted Title Exceptions.

7. That the Owner is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code. The U. S. Employer identification number of the Owner is 01-0602976, and its office address is 1100 Peachtree Street NE, Suite 800, Atlanta, GA 30309-4516. This statement is made by Deponent in compliance with Section 1445 of the Internal Revenue Code to exempt any transferee of the Property from withholding the tax required upon a foreign transferor's disposition of a U.S. real property interest.

8. That, subject to the current leases of the Property, the Owner has been and is in open and peaceable possession of the Property and knows of no adverse claims to the Owner's claim of title, other than as set forth in the Permitted Title Exceptions.

9. That the Owner has received no notice of pending or threatened litigation or dispute regarding the lines or corners of the Property.

10. That the Owner has not received any notice that there is currently any uncured breach, default or failure of performance or payment on the part of the Property or the Owner of the Property under any of the Permitted Title Exceptions.

11. That other than D.L. Crawford Associates, Inc., no broker's services have been engaged by the Owner with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the Property by the Owner and that no notices of lien for any such services have been received by the Owner.

This Affidavit is made to induce national title insurance companies to insure title to the Property without exception other than as set forth on Exhibit "B" hereof.

NOW THEREFORE it is agreed that in consideration of Investors Title Insurance Company issuing its policy or policies without making exception therein of matters which may arise between the most recent effective date of the title commitment (the last date upon which the search of title is effective) and the date the documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect said title, the Owner agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title (collectively, "objection(s) to title") arising by, through, or under Owner, which may arise or be filed, as the case may be, against the captioned premises during the period of time between the most recent effective date of title commitment and date of recording of all closing instruments, and to hold harmless and indemnify the Company against all expenses, costs and reasonable attorneys fees which may arise out of its failure to so remove, bond or otherwise dispose of any said objection(s) to title arising by, through, or under Owner.

WITNESS the hand and seal of the undersigned this 30th day of June, 2022.

Sworn to and subscribed before me  
this 30th day of June, 2022

Kelly S. Layfield  
Notary Public



Leo Rose III (SEAL)  
Leo Rose III, in his capacity as  
Manager of Buckhead Stratford Investors, LLC



**EXHIBIT "A"**  
**Property Description**

**Closing Date:** June 30, 2022  
**Buyer(s):** ATL Stratford SFH, LLC  
**Property Address:** Property 1: 3643 N. Stratford Road, Atlanta, GA 30342  
Property 2: 3660 N. Stratford Road, Atlanta, GA 30342  
Property 3: 3604 N. Stratford Road, Atlanta, GA 30342  
Property 4: 3612 N. Stratford Road, Atlanta, GA 30342

**PROPERTY DESCRIPTION:**

**Property 1:**

All that tract or parcel of land lying and being in Land Lot 44, 17th District of Fulton County, Georgia, being Lot 5, Property of Frances A. Malone Subdivision, as per plat recorded at Plat Book 55, Page 16, Fulton County, Georgia, records, and being known as 3643 N. Stratford Road, NE. Atlanta, Georgia 30342, according to the present system of numbering houses.

**Property 2:**

All that tract or parcel of land lying and being in Land Lot 63, of the 17th District of Fulton County, Georgia, and known as Lot 23 of the Stratford Hills Annex Subdivision by John C. Wayt per plat recorded in Plat Book 18, Page 39, Fulton County, Georgia records, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 3:**

All that tract or parcel of land lying and being in Land Lots 62 and 63 of the 17th District of Fulton County, Georgia, being Lot 19 of Stratford Hills Annex as shown by a plat thereof recorded in Plat Book 22, Page 32, Fulton County, Georgia Records, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**Property 4:**

All that tract or parcel of land lying and being in the City of Atlanta, in the Land Lot 63 of the 17th District of Fulton County, Georgia, being all of Lot No.20 and the south half of lot 21 as per plat of Stratford Hills Annex (property of John C. Wayt) revised January 18, 1940, and recorded in Plat Book 22, Page 32, Fulton County records, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

**EXHIBIT "B"**  
**PERMITTED TITLE EXCEPTIONS**

1. Taxes for the year 2022 and subsequent years, not yet due and payable.
2. Tenants in possession under unrecorded leases.

Additional Exceptions:

Affecting Property 1:

A. All matters as shown on that plat recorded in Plat Book 55, Page 16, Fulton County, Georgia Records.

Affecting Property 2:

A. All matters as shown on that plat recorded in Plat Book 18, page 39, Fulton County, Georgia Records.

B. Sewer Easement from Mrs. R.A. Burnett to Fulton County dated August 18, 1949 recorded in Deed Book 2488, page 250, aforesaid records.

Affecting Property 3:

A. All matters as shown on plat recorded in Plat Book 22, Page 32, aforesaid Records.

Affecting Property 4:

A. All matters as shown on plat recorded in Plat Book 22, Page 32, aforesaid Records.

B. All matters as shown on that survey prepared by Streetsmarts, David Lee Cyphers, Georgia Registered Land Surveyor No. 2464, dated September 2, 1999, last revised September 21, 1999.

## BLANKET CONVEYANCE, BILL OF SALE, AND ASSIGNMENT

By a Limited Warranty Deed (the "**Deed**") of even date with the effective date hereof, **BUCKHEAD STRATFORD INVESTORS, LLC**, a Georgia limited liability company, ("**Seller**"), conveyed to **ATL STRATFORD SFH, LLC**, a Georgia limited liability company, ("**Purchaser**"), certain real property ("**Land**"), together with all improvements and fixtures situated thereon (collectively the "**Property**"), said Land being described on Exhibit A attached hereto and made a part hereof for all purposes.

**AS CONSIDERATION** for (a) the conveyance of the Property, (b) the conveyance of the personal property described herein, and (c) the assignments contained herein, Purchaser paid the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in cash to Seller.

**NOW, THEREFORE**, for the consideration above specified, the receipt and sufficiency of which are acknowledged:

Seller has SOLD, TRANSFERRED, ASSIGNED and DELIVERED, and by these presents does hereby SELL, TRANSFER, ASSIGN and DELIVER unto Purchaser, to the extent not already conveyed, all of Seller's right, title and interest in and to all of the following in their AS-IS and WHERE-IS condition ("**Personal Property**"): (i) all buildings located on the Land, together with all fixtures and other improvements now on the Land or in or on the buildings, including, but not limited to, any signs, lighting fixtures, security systems, sprinkler systems and HVAC equipment (collectively, the "**Improvements**"); (ii) all the title, interests, privileges, licenses and easements and other rights appurtenant to the Land, including, but not limited to, any right, title and interest of Seller in and to adjacent streets, roads, alleys, easements, all surface and mineral rights and rights-of-way; (iii) all personal property owned by Seller located on the Land, and all other personal property owned by Seller and used in the operation of the Improvements and now located on the Land, including, but not limited to, all equipment, machines and appliances; (iv) all intangible property related to the ownership, maintenance or operation of the Land or Improvements including, but not limited to, all licenses, permits, utility service rights, guaranties and warranties,; and (v) all fixtures, appliances, equipment, machinery and other personal property owned by Seller and attached to, appurtenant to, located in or on, or used in connection with the Property, if any, but specifically excluding all personal property leased by Seller or owned by any tenant of the Property; (vi) all rights, titles and interests of Seller in all permits, licenses, utility service rights, warranties or guaranties, if any, relating to the Property.

This Blanket Conveyance, Bill of Sale and Assignment ("**Bill of Sale**") and the provisions herein contained shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and assigns.

SELLER REPRESENTS THAT SELLER HAS NOT CONVEYED SELLER'S INTEREST IN THE PERSONAL PROPERTY TO ANY OTHER PERSON OR ENTITY.

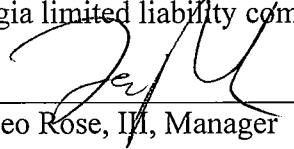
This Bill of Sale may be executed in multiple counterparts and this instrument shall be effective when each party shall have executed at least one counterpart thereof.

*[SIGNATURES APPEAR ON FOLLOWING PAGES]*

EXECUTED to be effective as of the 30<sup>th</sup> day of June, 2022.

**SELLER:**

**BUCKHEAD STRATFORD INVESTORS, LLC,**  
a Georgia limited liability company

By:  (SEAL)  
Leo Rose, III, Manager

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**PURCHASER:**

ATL STRATFORD SFH, LLC, a Georgia  
limited liability company

BY: CentryStone Capital, LLC, a Georgia limited liability  
company, its Manager

By: \_\_\_\_\_[SEAL]  
Zhaoji Shen, Manager

**EXHIBIT "A"**  
**Property Description**

**Closing Date:** June 30, 2022  
**Buyer(s):** ATL Stratford SFH, LLC  
**Property Address:** Property 1: 3643 N. Stratford Road, Atlanta, GA 30342  
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Property 4: 3612 N. Stratford Road, Atlanta, GA 30342

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**Property 2:**

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**Property 3:**

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**Property 4:**

All that tract or parcel of land lying and being in the City of Atlanta, in the Land Lot 63 of the 17th District of Fulton County, Georgia, being all of Lot No.20 and the south half of lot 21 as per plat of Stratford Hills Annex (property of John C. Wayt) revised January 18, 1940, and recorded in Plat Book 22, Page 32, Fulton County records, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference made thereto.

## AFFIDAVIT OF SELLER'S RESIDENCE

Seller's Name Buckhead Stratford Investors, LLC		Seller's Identification Number (SSN or FEI) 01-0602976
Street Address 1100 Peachtree Street NE, Suite 800		Spouse's Identification Number (if jointly owned)
City Atlanta	State GA	ZIP Code 30309-4516

\*If the seller is a disregarded single member limited liability company (SMLLC), both the SMLLC and its owner should be listed as the seller.

## INSTRUCTIONS

This form is to be executed by the seller and furnished to the buyer to establish Georgia residency, so that withholding from the proceeds of the sale of property are not subject to the withholding laws of this state. (See O.C.G.A. Section 48-7-128.)

Sellers are not subject to withholding from the proceeds of sale if either they reside in Georgia or they are deemed to be a Georgia resident by virtue of the fact that they have filed Georgia tax returns in the preceding two years, do business or own property in Georgia, intend to file a Georgia Tax return for the current year, and if they are a corporation or limited partnership, are registered to do business in this state

The seller is to execute this affidavit by placing an initial in the blank preceding statements which apply. The buyer is to keep the affidavit and furnish a copy to the Department of Revenue only if requested.

Seller is exempt from withholding on the sale of property because:

☒

Seller is a resident of Georgia

☐

Seller is not a resident of Georgia, but is deemed a resident for purposes of withholding because of the following apply:

☐

Seller is a nonresident who has filed Georgia tax returns for the preceding two years; AND

☐

Seller is an established business in Georgia and will continue substantially the same business in Georgia after the sale OR the seller has real property in Georgia at the time of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such property; AND

☐

Seller will report the sale on a Georgia Income Tax return for the current year and file by its due date; AND

☐

If seller is a corporation or limited partnership, seller is registered to do business in Georgia.

For purposes of the exemptions, if the seller is a disregarded single member limited liability company (SMLLC), the owner of such SMLLC must meet the requirements.



Under penalties of perjury, I swear that the above information is to the best of my knowledge and belief, true, correct, and complete.

Buckhead Stratford Investors, LLC, a Georgia  
Limited Liability Company

June 30, 2022

Date

By: \_\_\_\_\_

Leo Rose, III, Manager

STATE OF GEORGIA  
COUNTY OF FULTON

Sworn to and subscribed before me this 30th day of June, 2022 by Leo Rose, III, Manager of Buckhead Stratford Investors, LLC.

☒ Personally Known  
☐ Produced Identification  
Type and # of ID \_\_\_\_\_

Kelly S. Layfield  
Signature Notary

Kelly S. Layfield  
Name of Notary Typed, Stamped, or Printed  
Notary Public, State of Georgia



☐ CORRECTED (if checked)

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone number <b>Faber Mabe, LLC</b> <b>3615 Braselton Hwy</b> <b>Suite 203</b> <b>Dacula, GA 30019</b> <b>United States of America</b> <b>(678) 821-9529</b>		1 Date of closing <b>June 30, 2022</b>	OMB No. 1545-0997  Form <b>1099-S</b>  (Rev. January 2022)  For calendar year 2022	<b>Proceeds From Real Estate Transactions</b>
		2 Gross proceeds <b>\$2,300,000.00</b>		
FILER'S TIN <b>85-2393413</b>	TRANSFEROR'S TIN <b>01-0602976</b>	3 Address (including city, state, and ZIP code) or legal description <b>3643, 3660, 3604, 3612 N Stratford Road</b> <b>Atlanta, GA 30342</b>		<b>Copy B</b> <b>For Transferor</b>  This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
TRANSFEROR'S name <b>Buckhead Stratford Investors, LLC</b> Street address (including apt. no.) <b>1100 Peachtree Street NE Suite 800</b> City or town, state or province, country, and ZIP or foreign postal code <b>Atlanta, GA 30309-4516</b>		4 Transferor received or will receive property or services as part of the consideration (if checked) . . . . ▶ <input type="checkbox"/>		
		5 If checked, transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) . . . . . ▶ <input type="checkbox"/>		
Account number (see instructions) <b>215-00001</b>		6 Buyer's part of real estate tax <b>\$0.00</b>		

## Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

**Transferor's taxpayer identification number (TIN).** For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS.

**Account number.** May show an account or other unique number the filer assigned to distinguish your account.

**Box 1.** Shows the date of closing.

**Box 2.** Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

**Box 3.** Shows the address or legal description of the property transferred.

**Box 4.** If checked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

**Box 5.** If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

**Box 6.** Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Schedule 1 (Form 1040). For more information, see Pub. 523, Pub. 525, and Pub. 530.

**Future developments.** For the latest developments related to Form 1099-S and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/Form1099S](http://www.irs.gov/Form1099S).

**FreeFile.** Go to [www.irs.gov/FreeFile](http://www.irs.gov/FreeFile) to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

☐ VOID ☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone number <b>Faber Mabe, LLC</b> <b>3615 Braselton Hwy</b> <b>Suite 203</b> <b>Dacula, GA 30019</b> <b>United States of America</b> <b>(678) 821-9529</b>		1 Date of closing <b>June 30, 2022</b>	OMB No. 1545-0997  Form <b>1099-S</b>  (Rev. January 2022) For calendar year 2022	<b>Proceeds From Real Estate Transactions</b>
		2 Gross proceeds  <b>\$2,300,000.00</b>		
		3 Address (including city, state, and ZIP code) or legal description <b>3643, 3660, 3604, 3612 N Stratford Road</b> <b>Atlanta, GA 30342</b>		
FILER'S TIN <b>85-2393413</b>	TRANSFEROR'S TIN <b>01-0602976</b>	4 Check here if the transferor received or will receive property or services as part of the consideration <input type="checkbox"/>		<b>Copy C</b> <b>For Filer</b>  For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
TRANSFEROR'S name <b>Buckhead Stratford Investors, LLC</b> Street address (including apt. no.) <b>1100 Peachtree Street NE Suite 800</b> City or town, state or province, country, and ZIP or foreign postal code <b>Atlanta, GA 30309-4516</b>		5 Check here if the transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) <input type="checkbox"/>		
Account number (see instructions) <b>215-00001</b>		6 Buyer's part of real estate tax <b>\$0.00</b>		

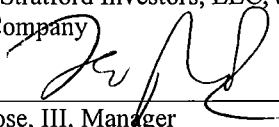
Form **1099-S** (Rev. 1-2022)

[www.irs.gov/Form1099S](http://www.irs.gov/Form1099S)

Department of the Treasury – Internal Revenue Service

Dated: \_\_\_\_\_

Buckhead Stratford Investors, LLC, a Georgia Limited Liability Company

By:   
Leo Rose, III, Manager

## Instructions for Filer

To complete Form 1099-S, use:

- The current General Instructions for Certain Information Returns, and
- The current Instructions for Form 1099-S.

To order these instructions and additional forms, go to [www.irs.gov/EmployerForms](http://www.irs.gov/EmployerForms).

**Caution:** Because paper forms are scanned during processing, you cannot file certain Forms 1096, 1097, 1098, 1099, 3921, or 5498 that you print from the IRS website.

**Filing and furnishing.** For filing and furnishing Instructions, including due dates, and requesting filing or furnishing extensions, see the current General Instructions for Certain Information Returns.

**Foreign transferors.** Sales or exchanges involving foreign transferors are reportable on Form 1099-S. For information on the transferee's responsibility to withhold income tax when a U.S. real property interest is acquired from a foreign person, see Pub. 515.

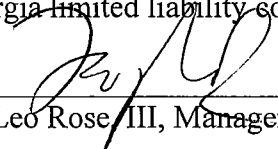
**Need help?** If you have questions about reporting on Form 1099-S, call the information reporting customer service site toll free at 866-455-7438 or 304-263-8700 (not toll free). Persons with a hearing or speech disability with access to TTY/TDD equipment can call 304-579-4827 (not toll free).

## CERTIFICATE OF RENT ROLL

The undersigned, **BUCKHEAD STRATFORD INVESTORS, LLC**, a Georgia limited liability company, hereby certifies to ATL STRATFORD SFH, LLC, a Georgia limited liability company, to the best of its current, actual knowledge, the Rent Roll attached hereto as **Exhibit "A"**, listing all of the tenants who occupy any portion of the real property situated at 3604, 3612, 3643 and 3660 N. Stratford Road NE, Atlanta, Fulton County, Georgia, is true and correct.

Dated: As of the 30<sup>th</sup> day of June, 2022.

**BUCKHEAD STRATFORD INVESTORS, LLC**,  
a Georgia limited liability company

By:  (SEAL)  
Leo Rose III, Manager

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

ATL STRATFORD SFH, LLC, a Georgia  
limited liability company

BY: CentryStone Capital, LLC, a Georgia limited liability  
company, its Manager

By: \_\_\_\_\_ [SEAL]  
Zhaoji Shen, Manager

EXHIBIT "A"

LEASE INFORMATION

PROPERTY	TENANT	START DATE	END DATE	MONTHLY RENT
3604	David Wallace, Daniel Bristow, McCarthy Robinson & Russell McGinn	September 1, 2021	August 31, 2022	\$2,800
3612	Hampton Dykes, Bennett Kahn, James Ferguson & Graham Thompson	August 1, 2021	July 31, 2022	\$3,000
3643	Jack Bickford, Evan Ellinger, Edward Nitka & Kevin Kaps	June 3, 2021	June 2, 2022 then month-to-month	\$3,200
3660	Mr. & Mrs. Hess	April 1, 2021	Month-to-month	\$3,000



**Buckhead Stratford Investors, LLC  
1100 Peachtree Street NE, Suite 800  
Atlanta, Georgia 30309**

June \_\_, 2022

**VIA HAND DELIVERY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE: Sale of \_\_\_\_ N. Stratford Road NE, Atlanta, Georgia ("Property")**

To Whom It May Concern:

Please be advised that we have on this date sold the Property to ATL Stratford SFH, LLC ("Purchaser"). Terms not defined in this letter shall have the same meaning as those terms defined in the Lease.

All checks for rent and all other sums due under the Lease, and all notices from this day forward shall be made payable and mailed to:

ATL Stratford SFH, LLC  
6030 Unity Drive, Suite G  
Norcross, Georgia 30071  
Attention: \_\_\_\_\_

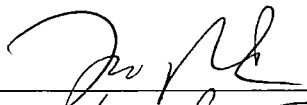
Purchaser may be reached at the following telephone number \_\_\_\_\_ and the following e-mail address: \_\_\_\_\_.

In order to comply with the terms of the Lease, you should contact your insurance broker and notify them to send Purchaser a revised certificate of insurance replacing the undersigned former owner with Purchaser as the additional named insured.

We wish you all the best in the future.

Very truly yours,

BUCKHEAD STRATFORD INVESTORS, LLC

By:   
Name: Leo Rose III  
Title: Manager

**Buckhead Stratford Investors, LLC  
1100 Peachtree Street NE, Suite 800  
Atlanta, Georgia 30309**

June \_\_, 2022

**VIA HAND DELIVERY**

\_\_\_\_\_  
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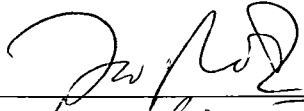
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We wish you all the best in the future.

Very truly yours,

BUCKHEAD STRATFORD INVESTORS, LLC

By:   
Name: Leo Rose III  
Title: Manager

**Buckhead Stratford Investors, LLC  
1100 Peachtree Street NE, Suite 800  
Atlanta, Georgia 30309**

June \_\_, 2022

**VIA HAND DELIVERY**

\_\_\_\_\_  
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Very truly yours,

BUCKHEAD STRATFORD INVESTORS, LLC

By:   
Name: Leo Rose III  
Title: Manager

**Buckhead Stratford Investors, LLC  
1100 Peachtree Street NE, Suite 800  
Atlanta, Georgia 30309**

June \_\_, 2022

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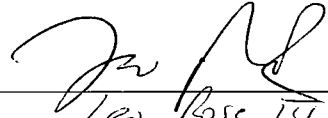
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We wish you all the best in the future.

Very truly yours,

BUCKHEAD STRATFORD INVESTORS, LLC

By:   
Name: Les Rose III  
Title: Manager



# INVOICE

**FROM:**

Pendley & Pendley Appraisers  
2055 Atlanta Highway  
Cumming, GA 30040

Telephone Number: 770-889-2483

Fax Number: 770-889-6593

**TO:**

Quantum National Bank  
505 Peachtree Industrial Blvd.  
Suwanee, GA 30024

**E-Mail:**

Telephone Number: (678) 889-4520

Fax Number:

Alternate Number:

**INVOICE NUMBER**

221229r

**DATES**

Invoice Date: 06/21/2022

Due Date:

**REFERENCE**

Internal Order #: 221229r

Lender Case #:

Client File #:

FHA/VA Case #:

Main File # on form: 221229r

Other File # on form: B1925487

Federal Tax ID: 58-1625180

Employer ID:

**DESCRIPTION**

Lender: Quantum National Bank  
Purchaser/Borrower: CentryStone Capital LLC  
Property Address: 3604 N Stratford Rd NE  
City: Atlanta  
County: Fulton  
Legal Description: Land Lot 63, 17th District, Fulton Co., Lot 19, \*\*\*See Legal Attached\*\*\*

Client: Quantum National Bank

State: GA Zip: 30342

**FEES****AMOUNT**

450.00

**SUBTOTAL**

450.00

**PAYMENTS****AMOUNT**

Check #: Date: Description:  
Check #: Date: Description:  
Check #: Date: Description:

**SUBTOTAL**

0.00

**TOTAL DUE**

\$

450.00

FROM:		<b>INVOICE</b>										
Pendley & Pendley Appraisers 2055 Atlanta Highway Cumming, GA 30040  Telephone Number: 770-889-2483      Fax Number: 770-889-6593		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">INVOICE NUMBER</th> </tr> <tr> <td style="text-align: center; padding: 2px;">221230r</td> </tr> <tr> <th colspan="2" style="text-align: center; padding: 2px;">DATES</th> </tr> <tr> <td style="padding: 2px;">           Invoice Date: 06/21/2022            Due Date:         </td> </tr> <tr> <th colspan="2" style="text-align: center; padding: 2px;">REFERENCE</th> </tr> <tr> <td style="padding: 2px;">           Internal Order #: 221230r            Lender Case #:            Client File #:            FHA/VA Case #:            Main File # on form: 221230r            Other File # on form:            Federal Tax ID: 58-1625180            Employer ID:         </td> </tr> </table>		INVOICE NUMBER		221230r	DATES		Invoice Date: 06/21/2022 Due Date:	REFERENCE		Internal Order #: 221230r Lender Case #: Client File #: FHA/VA Case #: Main File # on form: 221230r Other File # on form: Federal Tax ID: 58-1625180 Employer ID:
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TO:  Quantum National Bank 505 Peachtree Industrial Blvd. Suwanee, GA 30024  E-Mail: Telephone Number: (678) 889-4520      Fax Number: Alternate Number:												
DESCRIPTION												
<table style="width: 100%;"> <tr> <td style="width: 50%;">           Lender: Quantum National Bank            Purchaser/Borrower: CentryStone Capital LLC            Property Address: 3612 N Stratford Rd NE            City: Atlanta            County: Fulton            Legal Description: Land Lot 63, 17th District, Fulton Co., Lot 20 &amp; 21 ***See Legal Attached***         </td> <td style="width: 50%;">           Client: Quantum National Bank                State: GA      Zip: 30342         </td> </tr> </table>				Lender: Quantum National Bank Purchaser/Borrower: CentryStone Capital LLC Property Address: 3612 N Stratford Rd NE City: Atlanta County: Fulton Legal Description: Land Lot 63, 17th District, Fulton Co., Lot 20 & 21 ***See Legal Attached***	Client: Quantum National Bank     State: GA      Zip: 30342							
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FEES		AMOUNT										
		450.00										
SUBTOTAL		450.00										
PAYMENTS		AMOUNT										
<table style="width: 100%;"> <tr> <td style="width: 33%;">Check #:</td> <td style="width: 33%;">Date:</td> <td style="width: 34%;">Description:</td> </tr> <tr> <td>Check #:</td> <td>Date:</td> <td>Description:</td> </tr> <tr> <td>Check #:</td> <td>Date:</td> <td>Description:</td> </tr> </table>		Check #:	Date:	Description:	Check #:	Date:	Description:	Check #:	Date:	Description:		
Check #:	Date:	Description:										
Check #:	Date:	Description:										
Check #:	Date:	Description:										
SUBTOTAL												
TOTAL DUE		\$ 450.00										

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2055 Atlanta Highway  
Cumming, GA 30040

Telephone Number: 770-889-2483

Fax Number: 770-889-6593

**TO:**

Quantum National Bank  
505 Peachtree Industrial Blvd.  
Suwanee, GA 30024

**E-Mail:**

Telephone Number: (678) 889-4520

Fax Number:

Alternate Number:

**INVOICE NUMBER**

221231r

**DATES**

Invoice Date: 06/21/2022

Due Date:

**REFERENCE**

Internal Order #: 221231r

Lender Case #:

Client File #:

FHA/VA Case #:

Main File # on form: 221231r

Other File # on form:

Federal Tax ID: 58-1625180

Employer ID:

**DESCRIPTION**

Lender: Quantum National Bank Client: Quantum National Bank  
Purchaser/Borrower: CentryStone Capital LLC  
Property Address: 3643 N Stratford Rd NE  
City: Atlanta  
County: Fulton State: GA Zip: 30342  
Legal Description: Land Lot 44, 17th District, Fulton Co., Lot 5 \*\*\*See Legal Attached\*\*\*

**FEES****AMOUNT**

450.00

SUBTOTAL

450.00

**PAYMENTS****AMOUNT**

Check #: Date: Description:  
Check #: Date: Description:  
Check #: Date: Description:

SUBTOTAL

0.00

TOTAL DUE

\$

450.00

FROM:		<b>INVOICE</b>																													
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		450.00																													
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PAYMENTS		AMOUNT																													
Check #:	Date:	Description:																													
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