

**LEASEHOLD DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Date of Document: May __, 2023

Grantor: **EPPS AIR SERVICE, LLC**
Grantor Address: DeKalb-Peachtree Airport, 1 Aviation Way, Atlanta, Georgia 30341

Grantee: **AMERIS BANK**
Grantee's Address: 3490 Piedmont Road NE, Suite 750, Atlanta, Georgia 30305

Tax Parcel ID No.: [_____]

Loan Amount: \$52,000,000.00

This instrument was prepared by:
NELSON MULLINS RILEY &
SCARBOROUGH LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Joseph B. Stanton

After recording, please return to:
NELSON MULLINS RILEY & SCARBOROUGH
LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Joseph B. Stanton.

NOTE TO CLERK: THE NOTES SECURED HEREBY MATURES NO LATER THAN MAY __, 2028, AS PROVIDED IN THE LOAN AGREEMENT DESCRIBED HEREIN. ACCORDINGLY, INTANGIBLE RECORDING TAX IS DUE UPON THE RECORDATION OF THIS INSTRUMENT IN THE AMOUNT OF \$_____.

THIS INSTRUMENT IS INTENDED TO BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 11-9-502(c) OF THE OFFICIAL CODE OF GEORGIA ANNOTATED. PORTIONS OF THE GOODS COMPRISING A PART OF THE PROPERTY ARE OR ARE TO BECOME FIXTURES RELATED TO THE LAND DESCRIBED IN EXHIBIT A HERETO. THIS INSTRUMENT IS TO BE FILED FOR RECORD IN THE RECORDS OF DEKALB COUNTY, GEORGIA AND SHOULD BE INDEXED AS BOTH A LEASEHOLD DEED TO SECURE DEBT AND AS A FINANCING STATEMENT COVERING FIXTURES. THE ADDRESSES OF BORROWER (DEBTOR) AND LENDER (SECURED PARTY) ARE SPECIFIED IN THE RECITALS OF THIS INSTRUMENT.

**LEASEHOLD DEED TO SECURE DEBT, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING**

THIS LEASEHOLD DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this “*Security Deed*”), dated as of May __, 2023, by **EPPS AIR SERVICE, LLC**, a Georgia limited liability company, as grantor and debtor, whose address is DeKalb-Peachtree Airport, 1 Aviation Way, Atlanta, Georgia 30341, Attention: S. Michael Scheeringa and Sanjay Aggarwal (hereinafter referred to as “*Borrower*”), and **AMERIS BANK**, an Georgia banking corporation, as grantee and secured party, whose address is 3490 Piedmont Road NE, Suite 750, Atlanta, Georgia 30305, Attention: _____ (hereinafter referred to as “*Lender*” said term referring always to the lawful owner and holder of the Secured Obligations (as herein defined)), with a copy to NELSON MULLINS RILEY & SCARBOROUGH LLP, 390 North Orange Avenue, Suite 1400, Orlando, Florida 32801, Attention: Joseph B. Stanton.

WITNESSETH:

Borrower holds a leasehold interest in certain real property located in the State of Georgia and more fully described in Exhibit A attached hereto (the “Leased Premises”) pursuant to that certain Lease Agreement, dated March 30, 1979 (Lease/Contract No. 79-1971) (the “Original Lease”) recorded in Deed Book 4156 beginning at Page 320 in the Office of the Clerk of the Superior Court of Dekalb County, Georgia, by and between Dekalb County, Georgia (the “Landlord”); and Epps Air Service, Inc., the predecessor in interest to the Borrower, as supplemented and amended from time to time, and in particular, as amended by that certain Lease Amendment (sometimes referred to as Lease Amendment No. 1), dated as of March 29, 1989, Lease Amendment No. 3 to Contract No. 79-1971, dated as of February 21, 1995, Lease Amendment No. 4 to Contract No. 79-1971, dated as of February 15, 1996, Lease Amendment No. 5, dated July 16, 1996 and Lease Amendment No. 6 to Contract No. 500676 (formerly Contract No. 79-1971), dated as of September 29, 2015 (together with the Original Lease, collectively, the “Lease”).

Lender is making a loan to Borrower (the “*Loan*”) in the maximum principal amount of **Fifty-Two Million and No/100 Dollars (\$52,000,000.00)** pursuant to that certain Loan Agreement of even date herewith by and between Borrower and Lender, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein (said Loan Agreement and any and all extensions and renewals thereof, amendments thereto and substitutions, restatements, or replacements therefor is referred to herein as the “*Loan Agreement*”); any terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement. The Loan evidenced by those certain Promissory Notes of even date herewith payable by Borrower to the order of Lender in said aggregate principal amount (as the same might hereafter be amended, extended, renewed, modified, consolidated, substituted, replaced, restated, or increased, the “*Notes*”). The Notes matures on or before May __, 2028, and bears interest at the respective rates per annum specified in the Notes.

As a condition precedent to making the Loan, Lender has required that Borrower execute and deliver this Security Deed as security for the Loan and all other indebtedness and obligations of Borrower under the Loan Agreement, the Note, this Security Deed, and all other documents evidencing, securing, or relating to the Loan (the Loan Agreement, the Note, this Security Deed, and all such other documents, as amended, modified, replaced or restated from time to time, are collectively hereinafter referred to as the “*Loan Documents*”).

ARTICLE 1: GRANTS OF SECURITY

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the

indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, give, assign, warrant, transfer, pledge, and set over unto Lender, subject to the Permitted Encumbrances (as defined in the Loan Agreement), and grants a security interest to Lender, and the successors and assigns of Lender, all of Borrower's interest in the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances, including all replacements and additions thereto and all cash and non-cash proceeds thereof (hereinafter referred to collectively as the "**Property**"), to wit:

(a) Borrower's leasehold interest in the tracts, pieces, or parcels of land located in Dekalb County, Georgia, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "**Land**"), and all additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental instrument or otherwise be expressly made subject to the security title of this Security Deed;

(b) All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements of every nature whatsoever now or hereafter erected or located on the Land (the "**Improvements**");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, air rights, and development rights, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter located on, under, or above the Land or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, appurtenances, reversions, and remainders whatsoever in any way belonging, relating, or appertaining to the Land and the Improvements or any part thereof, or which hereafter shall in any way belong, relate, or be appurtenant thereto, and all land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof, and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim, and demand whatsoever, both at law and in equity, of Borrower of, in, and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code, as adopted and enacted by the State of Georgia (the "**Uniform Commercial Code**"), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"), including, without limitation, (i) the proceeds of any sale or transfer of the foregoing, (ii) the right, title and interest of Borrower in and to any of the Equipment that may be subject to any security interest, as defined in the Uniform Commercial Code, superior in priority to the security interest of Lender, and (iii) with respect to any Equipment that is leased to Borrower, all right, title, and interest of Borrower in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment (provided that the foregoing provisions shall not be interpreted or construed as Lender's consent to such creation or attachment of any lien or security interest in and to the Equipment other than in favor of Lender);

(e) All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements that it is deemed fixtures or real property under the laws of the State of Georgia, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration, or repair of the Improvements or installation on the

Land, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**");

(f) All leases, usufructs, subleases, subtenancies, licenses, occupancy agreements, and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements (the "**Leases**") heretofore or hereafter entered into whether before or after the filing by or against Borrower of any petition for relief under the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (as the same might be amended from time to time, the "**Bankruptcy Code**"), and any and all guaranties and other agreements relating to or made in connection with any of the Leases, and all right, title, and interest of Borrower, its successors and assigns therein and thereunder, to secure the performance by the lessees, sublessees, tenants, subtenants, permittees, licensees, and other obligees of their obligations thereunder and all rents, additional rents, revenues, issues, and profits (including oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (the "**Rents**"), and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Secured Obligations (as hereinafter defined), and all of Borrower's claims and rights to damages and any other remedies in connection with or arising from the rejection of any Lease by any tenant or any trustee, custodian, or receiver pursuant to the Bankruptcy Code in the event that there shall be filed by or against any tenant any petition, action or proceeding under the Bankruptcy Code or under any other similar federal or state law now or hereafter in effect;

(g) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, the Improvements, the Equipment, the Fixtures, or any of the other Property into cash or liquidated claims, including proceeds of all present and future fire, hazard, or casualty insurance policies and all condemnation awards or payments now or hereafter to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements, Equipment, Fixtures, or any of the other Property or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact;

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments, and deposits, whether now or hereafter to be received from third parties or deposited by Borrower with Lender or third parties (including all utility deposits, accounts for the deposit, collection, and/or disbursement of Rents, and all reserve accounts provided for under any documentation entered into or delivered by Borrower in connection with the Loan), and all deposit accounts, chattel paper, instruments, documents, instruments, drafts and letter-of-credit rights (as each such term is defined in the Uniform Commercial Code), which arise from or relate to construction on the Land, to any business now or hereafter to be conducted on the Land, or to the Land and the Improvements generally;

(i) All franchises, trade names, trademarks, symbols, goodwill, service marks, trade styles, books, records, development and use rights, architectural and engineering plans, specifications and drawings, and as-built drawings, contracts, licenses, approvals, applications, consents, subcontracts, service contracts, management contracts, permits, and other agreements of any nature whatsoever now or hereafter obtained or entered into by Borrower, or any managing agent of the Land and the Improvements on behalf of Borrower, with respect to the use, occupation, development, construction, management, hotel group, name, chain affiliation, and/or operation of the Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Property or any part thereof, including, without limitation, (i) all rights of Borrower to receive moneys due and to become due to it under or in connection with any of the foregoing, (ii) all rights of Borrower to damages arising out of or for a breach or default in respect thereof, and (iii) all rights of Borrower to perform and to exercise all remedies thereunder;

(j) All of Borrower's right, title and interest, now or hereafter acquired, to the payment of money from Lender (or any affiliate of Lender) to Borrower under any Swap Transaction (specifically excluding any payment of money from Lender under any Excluded Swap Obligation), including, without limitation, any Swap Transaction Document;

(k) All rights that Borrower now has or may hereafter acquire, to be indemnified and/or held harmless from any liability, loss, damage, costs or expense (including, without limitation, attorneys' fees and disbursements) relating to the Property or any part thereof;

(l) All other tangible and intangible personal property of Borrower (whether or not subject to the Uniform Commercial Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of Borrower described in the preceding clauses of this Article, and all books, correspondence, files, and other records, including, without limitation, all tapes, disks, cards, software, data, computer-readable memory, and any computer hardware or software necessary to access and process such memory in the possession of or under the control of Borrower or any other person from time to time acting for Borrower that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Article or are otherwise necessary or helpful in the collection or realization thereof;

(m) All proceeds of, additions and accretions to, substitutions and replacements for, and any changes in any of the property described above in this Article; and

(n) All right, title and interest of Borrower, as lessee, in the that certain Lease Agreement, dated March 30, 1979 (Lease/Contract No. 79-1971) (together with all amendments thereto, the "Lease") recorded in Deed Book 4156 beginning at Page 320 in the Office of the Clerk of the Superior Court of Dekalb County, Georgia, by and between the Borrower and Dekalb County, Georgia, as Landlord.

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Lender, its successors and assigns, in fee simple forever. This conveyance is intended to operate and is to be construed as a deed passing title to the Property to Lender and is made under those provisions of §§ 44-14-60 through 44-14-85 of the OFFICIAL CODE OF GEORGIA ANNOTATED, and not as a mortgage. Borrower intends to create a perpetual or indefinite security title to and security interest in the Property Deed pursuant to O.C.G.A. 44-14-80(A)(2) and to agree that title shall not revert to Borrower for a period of five (5) years from the date of this Security Deed, unless sooner terminated upon the payment and satisfaction in full of the Secured Obligations (as hereinafter defined).

ARTICLE 2: OBLIGATIONS SECURED

This Security Deed and the grants, assignments, and transfers made in Article I hereof are given for the purpose of securing the following obligations in any order of priority as Lender may determine in its sole discretion (the “**Secured Obligations**”):

(a) Payment of all indebtedness evidenced by the Note, including principal, interest, default interest, late charges, prepayment consideration, and other sums, as provided in the Note, including, without limitation, all future advances and re-advances that may subsequently be made by Lender to Borrower evidenced by the Notes or any other promissory notes at any time evidencing the Loan or any portion thereof;

(b) The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations herein contained and contained in the Loan Agreement, the Note, and the other Loan Documents, and the payment of all other sums herein and therein covenanted to be paid; provided that this Security Deed does not secure the obligations and indebtedness arising under the Environmental Indemnity Agreement (as defined in the Loan Agreement);

(c) Any and all additional advances made by Lender pursuant to this Security Deed or the other Loan Documents to protect or preserve the Property or the lien or security interest created hereby on the Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower’s obligations hereunder or under the other Loan Documents or for any other purpose provided herein or in the other Loan Documents (whether or not the original Borrower remains the owner of the Property at the time of such advances);

(d) Any and all existing and future obligations of Borrower under any Swap Transaction (specifically excluding any payment of money from Lender under any Excluded Swap Obligation), on a pari passu basis with all other obligations secured hereby;

(e) Any and all other indebtedness now owing or which may hereafter be owing by Borrower to Lender, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, consolidations, replacements and extensions thereof, it being contemplated by Borrower and Lender that Borrower might hereafter become so indebted to Lender; and

(f) Payment and performance of all modifications, amendments, extensions, consolidations, and renewals, however evidenced, of any of the obligations described in (a) through (e) above.

This Security Deed secures not only any existing Secured Obligations, but also future advances, whether such advances are obligatory or to be made at the option of Lender, or otherwise, and whether made before or after default or maturity or other similar events, to the same extent as if such future advances were made on the date of the execution of this Security Deed, although there may be no advance made at the time of the execution hereof and although there may be no Secured Obligations outstanding at the time any advance is made. Notwithstanding the reduction of the amount(s) secured hereby at any time to zero, this Security Deed shall remain in full force and effect until such time as release or satisfaction thereof is filed of record by Lender.

ARTICLE 3: COVENANTS

3.01 Payment of Secured Obligations. Borrower will perform, observe and comply with the provisions hereof and of each of the other Loan Documents and duly and punctually will pay to Lender the sum of money expressed in the Notes with interest thereon in accordance therewith and all other sums

required to be paid by Borrower pursuant to the provisions of this Security Deed, all without any deduction or credit for taxes or other similar charges paid by Borrower.

3.02 Incorporation by Reference. All the covenants, conditions, and agreements contained in the Notes and all of the other Loan Documents are hereby made a part of this Security Deed to the same extent and with the same force as if fully set forth herein.

3.03 Warranty of Title. Borrower is lawfully seized of an indefeasible leasehold estate in the Property hereby conveyed and has good and absolute title to all other Property in which a security interest is herein granted, and Borrower has, subject to the Permitted Encumbrances, good right, full power, and lawful authority to sell, convey, and grant a security interest in the same in the manner and form aforesaid. Except for the Permitted Encumbrances (as defined in the Loan Agreement), the Property is free and clear of all liens, charges, and encumbrances whatsoever, including conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever. Borrower shall not acquire any portion of the Property subject to any security interest, conditional sales contract, title retention arrangement, or other charge or lien taking precedence over the security interest and lien of this Security Deed.

3.04 Taxes on Secured Obligations. Borrower will pay, on or before the due date thereof or otherwise in accordance with the other Loan Documents, all taxes, assessments, charges, expenses, costs, and fees that might now or hereafter be levied upon, or assessed or charged against, or incurred in connection with, the Note, the Secured Obligations, this Security Deed, or any of the other Loan Documents, including, without limitation, any sales or use tax that might be imposed on Lender with respect to the Secured Obligations. 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 deeds to secure debt or security agreements, or debts secured thereby, or in the manner of collecting such taxes, so as to adversely affect Lender (excluding any tax upon Lender's income derived from the Secured Obligations), Borrower will pay any such tax on or before the due date thereof. If Borrower fails to make such prompt payment or if, in the opinion of Lender, any such state, federal, municipal, or other governmental law, order, rule, or regulation prohibits Borrower from making such payment or would penalize Borrower if Borrower makes such payment, or if, in the opinion of Lender, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then, upon ninety (90) days' notice, the entire Secured Obligations will, at the option of Lender, become immediately due and payable. Borrower shall have the right, before any such tax, assessment, fee, or charges become delinquent, to contest or object to the amount or validity of any such tax, assessment, fee, or charge by appropriate legal proceedings, provided that said right shall not be deemed or construed in any way as relieving, modifying, or extending Borrower's covenant to pay any such tax, assessment, fee, or charge at the time and in the manner provided herein unless (i) Borrower has given prior written notice to Lender of Borrower's intent to so contest or object, (ii) Borrower shall demonstrate to Lender's reasonable satisfaction that the legal proceedings shall conclusively operate to prevent the imposition of any fine or penalty against Lender and shall not affect the validity, enforceability, or priority of this Security Deed, and (iii) Borrower shall have established reasonable reserves or provided other assurances reasonably acceptable to Borrower regarding the payment of any additional tax, fines, penalties, or interest that might be due in the event that such contest or objection is determined adversely to Borrower in whole or in part.

3.05 Casualty and Insurance. The provisions of the Loan Agreement with respect to insurance and casualty, including, without limitation, Article 4 thereof, are incorporated herein by reference.

3.06 Condemnation. The provisions of the Loan Agreement with respect to condemnation, including, without limitation, Article 4 thereof, are incorporated herein by reference.

3.07 Care of Property. Borrower will preserve and maintain the Property in good condition and repair, will not commit or suffer any waste, and will not do or suffer to be done anything that will increase the risk of fire or other hazard to the Property or any part thereof.

3.08 Leases and Management Agreements. Borrower shall not, without the prior written consent and approval of Lender, enter into any Lease or sublease or permit any tenancy of or affecting the Property except for leases or subleases conforming to the requirements of the Loan Agreement, or enter into or permit any management agreement, of or affecting the Property, except as expressly permitted by the Loan Documents.

3.09 Further Assurances; After Acquired Property. 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, any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of Lender, be necessary or desirable to (i) perfect and protect the lien and security interest created or purported to be created hereby, (ii) enable Lender to exercise and enforce any and all rights and remedies hereunder in respect of the Property, or (iii) effect otherwise the purposes of this Security Deed, including, without limitation, (A) executing and filing such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that Lender might request to perfect and preserve the security interest created by this Security Deed as a first and prior security interest upon and security title in and to all of the Property (subject to Permitted Encumbrances), whether now owned or here-after acquired by Borrower, (B) if certificates of title are now or hereafter issued or out-standing with respect to any of the Property, by immediately causing the interest of Lender to be properly noted thereon at Borrower's expense, and (C) furnishing to Lender from time to time statements and schedules further identifying and describing the Property and such other reports in connection with the Property as Lender might reasonably request, all in reasonable detail. If an Event of Default has occurred and is continuing, Lender may make, execute, and record any and all such instruments, certificates, and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney in fact of Borrower so to do, which power of attorney is coupled with an interest and irrevocable. The lien and security interest hereof shall attach automatically without any further act or deed required of Borrower or Lender to all after-acquired property of the kind described herein attached to or used in connection with the operation of the Property or any part thereof.

3.10 Indemnification of Expenses.

(a) Borrower will pay, reimburse, and indemnify Lender for all reasonable attorney's fees actually incurred at standard hourly rates, costs, and expenses by Lender in any suit, action, trial, appeal, bankruptcy or other legal proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, affecting the Secured Obligations, this Security Deed or the interests created herein, or the Property, or any appeal thereof, including, but not limited to, any foreclosure action, any condemnation action involving the Property or any action to protect the security hereof, any bankruptcy or other insolvency proceeding commenced by or against Borrower, any lessee of the Property (or any part thereof) or any guarantor of any of the Secured Obligations, and any such amounts paid by Lender shall be added to the Secured Obligations and shall be secured by this Security Deed. Borrower will indemnify and hold Lender harmless from and against all claims, damages, and expenses, including reasonable attorney's fees actually incurred at standard hourly rates and court costs, resulting from any action by a third party against Lender relating to this Security Deed or the interests created herein, or the Property, including, but not limited to, any action or proceeding claiming loss, damage or injury to person or property, or any action or proceeding claiming a violation of any national, state or local law, rule or regulation. Any provision to

the contrary in this Security Deed notwithstanding, Borrower shall not be obligated to indemnify Lender with respect to any claims, damages, and expenses arising from the willful misconduct or gross negligence of Lender.

(b) Borrower acknowledges that it has undertaken the obligation to pay all intangibles taxes and documentary taxes now or hereafter due in connection with the Secured Obligations and the Loan Documents, and Borrower agrees to indemnify and hold Lender harmless from any intangibles taxes and documentary stamp taxes, and any interest or penalties, that Lender might hereafter be required to pay in connection with the Secured Obligations or Loan Documents. The agreements of this subsection (b) shall expressly survive satisfaction of this Security Deed and the repayment of the Secured Obligations.

3.11 Estoppel Certificates. After request by Lender, Borrower, within ten (10) business days, shall furnish Lender or any proposed assignee with a statement, duly acknowledged and certified, setting forth (i) that, except as provided in such statement, there are no Defaults or Events of Default under the Notes or this Security Deed, (ii) whether any offsets or defenses exist against the Secured Obligations and, if any are alleged to exist, a detailed description thereof, (iii) that all Leases or subleases are in full force and effect and have not been modified (or if modified, setting forth all modifications), (iv) the date to which the Rents thereunder have been paid pursuant to the Leases or subleases, (v) the amount of security deposits held by Borrower under the Leases or subleases and that such amounts are consistent with the amounts required under the Leases or subleases, and (vi) as to any other matters reasonably requested by Lender and reasonably related to the Leases or subleases, the Secured Obligations, the Property or this Security Deed.

3.12 Replacement Documents. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Notes or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document, Borrower will issue, in lieu thereof, a replacement note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

3.13 Subrogation. Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid by Lender in order to protect or preserve the Property and the value thereof as security for Secured Obligations.

3.14 Limit of Validity. To the extent the fulfillment of any provision of this Security Deed at the time such provision is to be performed shall involve transcending the limit of validity presently prescribed by any applicable usury or similar law, the obligation to be fulfilled under such provision shall ipso facto be reduced to the limit of such validity.

3.15 Financing Statements. Lender may file and refile such financing statements, continuation statements, or other documents as Lender shall require from time to time with respect to the Property. Borrower agrees that the filing of financing statement(s) in the records normally having to do with the Collateral shall not in any way affect the agreement of Borrower that everything used in connection with the production of income from the Property or adapted for use therein or that is described or reflected in this Security Deed is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the Land conveyed hereby. Borrower shall not, without Lender's prior written approval, amend or terminate any financing statement filed by Lender with respect to the Property or permit any other person to file a Uniform Commercial Code financing statement with respect to all or any portion of Property.

3.16 Hazardous Material.

(a) Borrower hereby represents and warrants to Lender that, except as disclosed in that certain Phase I Environmental Site Assessment, dated November 2022, prepared by Ramboll US Consulting, Inc., Project No. 1690028511, (i) the Property is not in direct or indirect violation of any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up (collectively, "**Hazardous Material Laws**"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 *et seq.* and 40 CFR §302.1 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.* and 40 CFR §116.1 *et seq.*), and the Hazardous Materials Transportation Act (49 U.S.C. §1801 *et seq.*), and the regulations promulgated pursuant to said laws, all as amended; and any similar laws and regulations of the state having jurisdiction over the Property; (ii) no hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Hazardous Material Laws (collectively, "**Hazardous Material**") are located on or have been handled, generated, stored, processed or disposed of on or released or discharged at, onto or under from the Property (including underground contamination), except for those substances used by Borrower in the ordinary course of its business and ordinary household materials used and stored by tenants for personal use, in each case in compliance with all Hazardous Material Laws ("**Permitted Uses**"); (iii) the Property is not subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Material; (iv) no existing or closed underground storage tanks or other underground storage receptacles for Hazardous Material located on the Property; (v) to its knowledge, no investigation, action, proceeding or claim by any agency, authority or unit of government or by any third party which could result in any liability, penalty, sanction or judgment under any Hazardous Material Laws with respect to any condition, use or operation of the Property nor does Borrower know of any basis for such a claim; and (vi) Borrower has no actual knowledge of any claim by any party that any use, operation or condition of the Property violates any Hazardous Material Laws.

(b) Borrower shall keep or cause the Property to be kept free from Hazardous Material (except for Permitted Uses) and in compliance with all Hazardous Material Laws, shall not install or use any underground storage tanks, shall expressly prohibit the use, generation, handling, storage, production, processing and disposal of Hazardous Material by tenants of the Property (except for Permitted Uses), and, without limiting the generality of the foregoing, during the term of this Security Deed, shall not install in the Improvements or permit to be installed in the Improvements asbestos or any substance containing asbestos.

(c) Borrower shall promptly notify Lender if Borrower shall become aware of the existence of any Hazardous Material on the Property (except for Permitted Uses) or if Borrower shall become aware that the Property is or may be in a violation of any Hazardous Material Laws. Further, immediately upon receipt of the same, Borrower shall deliver to Lender copies of any and all orders, notices, permits, applications, reports, and other communications, documents and instruments received by Borrower pertaining to the actual, alleged or potential presence or existence of any such Hazardous Material at, on, about, under, within, near or in connection with the Property. Borrower shall, promptly and when and as required by any Hazardous Material Laws, at Borrower's sole cost and expense, take, or cause any tenant to take, all actions as shall be necessary or advisable for the clean-up of any and all portions of the Property, including, without limitation, all investigative, monitoring, removal, containment and remedial actions in accordance with all applicable Hazardous Material Laws, and shall further pay or cause to be paid, at no expense to Lender, all clean-up, administrative and enforcement costs of applicable governmental agencies which may be asserted against the Property. In the event Borrower fails to do so, Lender may, but shall not be obligated to, cause the Property or other affected Property to be freed from any Hazardous Material (except for Permitted Uses) or otherwise brought into conformance with Hazardous Material Laws and any

and all costs and expenses incurred by Lender in connection therewith, together with interest thereon at the Default Rate (as defined in the Loan Agreement) from the date incurred by Lender until actually paid by Borrower, shall be immediately paid by Borrower on demand and shall be secured by this Security Deed and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note. Subject to the rights of tenants under the Leases or subleases, Borrower hereby grants to Lender and its agents and employees access to the Property and a license to remove any Hazardous Material if required by Hazardous Materials Laws (except for Permitted Uses) and to do all things Lender shall deem necessary to bring the Property in conformance with Hazardous Material Laws in the event Borrower fails to do so.

(d) Borrower covenants and agrees, at Borrower's sole cost and expense, to indemnify, defend (at trial and appellate levels, and with attorneys, consultants and experts acceptable to Lender), and hold Lender harmless from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by, or awarded against Lender and arising from or out of (i) the presence, release or threat of release of any Hazardous Material on, in, under or affecting all or any portion of the Property, regardless of whether or not caused by or within control of Borrower; (ii) the violation of any Hazardous Material Laws relating to or affecting the Property, caused by Borrower; (iii) the failure by Borrower to comply fully with the terms and conditions of this Section in all material respects; (iv) the breach of any representation or warranty contained in this Section; or (v) the enforcement of this Section, including, without limitation, the cost of assessment, containment and/or removal of any and all Hazardous Material from all or any portion of the Property, the cost of any actions taken in response to the presence, release, or threat of release of any Hazardous Material on, in, under, or affecting any portion of the Property to prevent or minimize such release or threat of release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with the Hazardous Material Laws in connection with all or any portion of the Property or any surrounding areas. Lender's rights under this subsection shall survive payment in full of the Secured Obligations and shall be in addition to all other rights of Lender under this Security Deed, the Loan Agreement, the Notes and the other Loan Documents. Notwithstanding the foregoing, the foregoing indemnification provisions shall not apply to Costs directly attributable to (i) any Hazardous Materials first stored, generated, or placed on the Property after title to and control of the Property is transferred to Lender through foreclosure of this Security Deed or deed in lieu of such foreclosure (provided that Borrower shall have the burden of proof with regard to the issue of when such Hazardous Materials were first stored, generated, or placed on the Property) and (ii) Lender's gross negligence or willful misconduct.

(e) Upon Lender's request, at any time after the occurrence and during the continuation of an Event of Default hereunder or at such other time as Lender has reasonable grounds to believe that Hazardous Materials are or have been released, stored or disposed of on the Property in violation of the Hazardous Material Law (other than Permitted Uses), Borrower shall provide, at Borrower's sole cost and expense, an inspection or audit of the Property prepared by a hydrogeologist or environmental engineer or other appropriate consultant approved by Lender indicating the presence or absence of Hazardous Material on the Property or an inspection or audit of the Improvements prepared by an engineering or consulting firm approved by Lender in writing indicating the presence or absence of friable asbestos or substances containing asbestos on the Property. If Borrower fails to provide such inspection or audit within forty-five (45) days after such request, Lender may order the same, and Borrower hereby grants to Lender and its employees and agents access to the Property and a license to undertake such inspection or audit. The cost of such inspection or audit, together with interest thereon at the Default Rate from the date incurred by Lender until actually paid by Borrower, shall be immediately paid by Borrower on demand and shall be secured by this Security Deed and by all of the other Loan Documents.

(f) Without limiting the foregoing, where recommended by a “Phase I” or “Phase II” assessment (an “**Environmental Report**”), Borrower shall establish and comply with an operations and maintenance program relative to the Property, in form and substance acceptable to Lender, prepared by an environmental consultant acceptable to Lender, which program shall address any Hazardous Material (including asbestos containing material or lead based paint) that may now or in the future be detected on the Property. Without limiting the generality of the preceding sentence, Lender may require (i) periodic notices or reports to Lender in form, substance and at such intervals as Lender may specify to address matters raised in the Environmental Report, (ii) an amendment to such operations and maintenance program to address changing circumstances, laws or other matters, (iii) at Borrower’s sole expense, supplemental examination of the Property by consultants specified by Lender to address matters raised in the Environmental Report, (iv) access to the Property, by Lender, its agents or servicer, to review and assess the environmental condition of the Property and Borrower’s compliance with any operations and maintenance program, and (v) variation of the operations and maintenance program in response to the reports provided by any such consultants.

(g) If any action shall be brought against Lender based upon any of the matters for which Lender is indemnified under this Section, Lender shall notify Borrower in writing thereof and Borrower shall promptly assume the defense thereof, including, without limitation, the employment of counsel acceptable to Lender and the negotiation of any settlement; provided, however, that any failure of Lender to notify Borrower of such matter shall not impair or reduce the obligations of Borrower hereunder. In lieu thereof, Lender shall have the right, at the expense of Borrower (which expense shall be included in the costs described in subsection (d) above), to employ counsel in any such action and to participate in the defense thereof. In the event Borrower shall fail to discharge or undertake to defend Lender against any claim, loss or liability for which Lender is indemnified hereunder, Lender may, at its sole option and election, defend or settle such claim, loss or liability. The liability of Borrower to Lender hereunder shall be conclusively established by such settlement, provided such settlement is made in good faith, the amount of such liability to include both the settlement consideration and the costs and expenses, including, without limitation attorneys’ fees and disbursements, incurred by Lender in effecting such settlement. In such event, such settlement consideration, costs and expenses shall be included in costs described in subsection (d) above and Borrower shall pay the same as provided in this Section. Lender’s good faith in any such settlement shall be conclusively established if the settlement is made on the advice of independent legal counsel for Lender.

3.17 Property Use and Lease Restrictions. Borrower shall not lease or sublease any portion of the Property to, or permit the use of any portion of the Property by, any business or entity (including, without limitation, Borrower) engaged in any activity on or at the Property that violates any applicable federal, state or local law, even if such activity is legal under other applicable federal law or under other state or local law applicable where the business is or will be located. If any portion of the Property is used for any activity in violation of the foregoing or leased to any business or entity in violation of the foregoing, then it shall be an Event of Default under this Security Deed if such use or lease was with the consent of Borrower, or, if such use or lease was not with the consent of Borrower, it shall constitute an Event of Default under this Security Deed if Borrower does not diligently pursue the discontinuance of such use or termination of such lease or sublease.

ARTICLE 4: DUE ON SALE OR ENCUMBRANCE

Notwithstanding anything to the contrary in this Security Deed and except for Permitted Transfers and Permitted Encumbrances, as such terms are defined in the Loan Agreement, in the event that Borrower, without the prior written consent of Lender, which consent may be denied or granted by Lender in its sole discretion, sells, disposes, assigns, transfers, alienates, pledges, hypothecate, or encumbers in any manner or in any way, whether voluntary, involuntary, or by

operation of law, the Property or any part thereof or any interest therein, Lender may, at Lender's option, declare all the Secured Obligations immediately due and payable and invoke any rights and remedies permitted by this Security Deed and the other Loan Documents. Lender will not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Secured Obligations immediately due and payable upon the occurrence of any transfer described without Lender's prior written consent or as otherwise expressly permitted herein. This provision will apply to every such transfer regardless of whether voluntary or not, or whether or not Lender has consented to any previous transfer, except for those expressly allowed herein. Any transfer made in contravention of this Article shall be null and void and of no force and effect.

ARTICLE 5: EVENTS OF DEFAULT AND REMEDIES

5.01 Events of Default. Subject to the provisions of the Loan Agreement, the occurrence or existence of any one or more of the following events, whether voluntary, involuntary, or effected by operation of law, shall constitute an "*Event of Default*" under this Security Deed:

(a) The occurrence or existence of an Event of Default pursuant to, and as defined in, the Loan Agreement, the Note, or any other Loan Document, including, without limitation, Borrower's failure to pay any installment of principal or interest under the Notes or any other sum due thereunder on the due date thereof, which failure continues beyond any cure period and notice requirement set forth in the Loan Agreement or the Note, as the case may be;

(b) The occurrence or existence of any default or violation of the provisions of Article 4 of this Security Deed;

(c) The default or failure of Borrower properly and timely to comply with the terms and conditions of this Security Deed (other than a default or failure that is addressed elsewhere in this Section) that is not cured within applicable cure periods set forth herein or, if no cure period is specified therefor, is not cured within thirty (30) days after notice is sent by Lender to Borrower specifying such default; provided that if such failure cannot reasonably be cured within such thirty-day period, Lender will not unreasonably withhold its consent to an extension of such cure period (not to exceed an additional ninety (90) days) so long as Indemnitee promptly commences and diligently pursues such cure and furnishes periodic reports to Lender as to the status of the cure.

5.02 Acceleration of Maturity. If an Event of Default has occurred and is continuing, Lender may declare all of the Secured Obligations to be forthwith due and payable (other than any Swap Obligations, which shall be governed by the terms and conditions of the applicable Swap Transaction Documents relating to such Swap Transaction), whereupon all the Secured Obligations shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower, and Lender may immediately enforce payment of all such amounts and exercise any or all of its rights and remedies under this Security Deed, the Loan Agreement, and the other Loan Documents. No delay or omission on the part of Lender to exercise such option when entitled so to do shall be considered as a waiver of such right.

5.03 Right of Lender to Enter and Take Possession.

(a) If an Event of Default has occurred and is continuing, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Property and, if and to the extent permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take

possession of all or any part of the Property without the appointment of a receiver or an application therefor, and may exclude Borrower and its agents and employees wholly therefrom, and take possession of the books, papers and accounts of Borrower.

(b) If Borrower shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Lender, Lender may obtain a judgment or decree conferring upon Lender the right to immediate possession or requiring Borrower to deliver immediate possession of the Property to Lender. Borrower will pay to Lender, upon demand, all actual expenses of obtaining such judgment or decree, including compensation to Lender, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Secured Obligations and shall be secured by this Security Deed.

(c) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control 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 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 Borrower, 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 Lender, all as Lender may from time to time determine to be to its best advantage. Lender may collect and receive all Rents, 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 Lender may reasonably 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 Lender, Lender shall apply the remainder of the money so received to the other Secured Obligations in such order, priority, and proportions as Lender may elect. Lender's sole duty with respect to the custody, safekeeping, and physical preservation of the Property shall be to deal with it in the same manner as Lender deals with similar property for its own account. For the purpose of carrying out the provisions of this Section 5.03, Borrower hereby constitutes and appoints Lender the true and lawful attorney in fact of Borrower, which power of attorney is coupled with an interest and irrevocable, 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 on the Property. Anything in this Section 5.03 to the contrary notwithstanding, Lender 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 Lender of its rights under this Security Deed, and Lender shall be liable to account only for the Rents actually received by Lender.

(d) Whenever all the Secured Obligations shall have been paid and no Events of Default shall continue to exist, Lender shall surrender possession of the Property to Borrower and its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

5.04 Performance by Lender. If Borrower defaults in the payment of any tax, lien, assessment, or charge levied or assessed against the Property (which Borrower has not contested or appealed in accordance with the provisions of the Loan Agreement), or in the payment of any utility charge, whether public or private, or in the payment of any insurance premium, or in the procurement of insurance coverage and the delivery of the insurance policies required in this Security Deed, or in the performance or observance of any other covenant, condition, or term of this Security Deed and such default is not remedied within applicable notice and cure periods, then Lender, at its option, may perform or observe the same, and all payments made or costs incurred by Lender in connection therewith shall constitute Secured Obligations and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon at the

Default Rate specified in the Note. Lender shall be the sole judge of the legality, validity, and priority of any such tax, lien, assessment, charge, claim, and premium, of the necessity for any such actions, and of the amount necessary to be paid in connection therewith. Lender is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, or term, without thereby becoming liable to Borrower.

5.05 Appointment of a Receiver. If an Event of Default has occurred and is continuing, Lender, upon application to a court of competent jurisdiction, shall be entitled, without regard to the adequacy of any security for the Secured Obligations 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 the rents, profits, issues and revenues thereof. Borrower will pay to Lender upon demand all expenses, including, without limitation, all reasonable receivers' fees, attorneys' fees, and agent's compensation, incurred pursuant to the provisions of this Section 5.05, and all such expenses shall constitute Secured Obligations.

5.06 Power of Sale. If an Event of Default has occurred and is continuing, Lender, 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 Obligations and all expenses of the sale and of all proceedings in connection therewith, including reasonable attorneys' fees, 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. With respect to any personal property or fixtures included in or located on the Property, Lender may, at its option, sell or otherwise dispose of the same by public or private proceedings, separate from the sale of the real property, in accordance with the provisions of Section 5.08 below. At any sale conducted pursuant to this Section, Lender may execute and deliver to the purchaser a conveyance of the Property, or any part of the Property, or any personal property or fixtures included in or located on the Property, in fee simple or leasehold interest in any portion of the Property, which conveyance may contain recitals as to the occurrence of an Event of Default hereunder, and to this end Borrower hereby constitutes and appoints Lender its agent and attorney in fact to make such sale and conveyance and thereby to divest Borrower of all right, title, or equity in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales, and all the reasonable acts and doings of said agent and attorney in fact are hereby ratified and confirmed. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by dissolution or otherwise, are granted as cumulative of the other remedies provided by law for collection of the Secured Obligations, and shall not be exhausted by one exercise thereof but may be exercised until full payment of the Secured Obligations.

5.07 Lender's Power of Enforcement. If an Event of Default has occurred and is continuing, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise and in lieu of or in addition to exercising any power of sale hereinafter given in this Security Deed, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (i) to enforce payment of the Notes or the performance of any term thereof or any other right, (ii) to foreclose this Security Deed and to sell the Property as provided by law or in equity, and (iii) to pursue any other remedy available to it, all as Lender shall deem most effectual for such purposes. Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Lender may determine.

5.08 Uniform Commercial Code Remedies. This Security Deed is a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. Borrower by executing and delivering this Security Deed has granted and hereby grants to Lender, as security for the Secured Obligations, a security interest in the Property to the full extent that the Property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being referred to in this Security Deed as the "**Collateral**"). If an Event of

Default occurs and is continuing, Lender may exercise, in addition to all other rights and remedies granted to it in this Security Deed and in any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, Lender, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Borrower or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Borrower, which right or equity is hereby waived or released. Borrower further agrees, at Lender's request, to assemble the Collateral and make it available to Lender at places which Lender shall reasonably select, whether at Borrower's premises or elsewhere. If any notice of a proposed sale or other disposition of the Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

5.09 Purchase by Lender. Upon any foreclosure or other sale of or any portion of the Property, Lender may bid for and purchase the Property or any part thereof and shall be entitled to apply all or any part of the Secured Obligations as a credit to the purchase price.

5.10 Application of Proceeds of Sale. Any purchase money, proceeds, and avails of any sale or other disposition of the Property, or any part thereof, or any other sums collected by Lender pursuant to this Security Deed, the Note, or the other Loan Documents may be applied by Lender to the payment of the Secured Obligations in such priority and proportions as Lender in its discretion shall deem proper.

5.11 Borrower as Tenant Holding Over. If any sale of the Property or any part thereof occurs pursuant to this Security Deed, Borrower 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.

5.12 Discontinuance of Proceedings; Restoration of Parties. If Lender proceeds to enforce any right of remedy under this Security Deed by receiver, entry, or otherwise and such proceedings are discontinued or abandoned for any reason or are determined adversely to Lender, then and in every such case Borrower and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceeding had been taken.

5.13 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Lender by this Security Deed or any of the other Loan Documents 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 under this Security Deed, any such other Loan Document, or now or hereafter existing at law or in equity or by statute. The exercise by Lender of any such right, power, and remedy shall not operate as an election of remedies by Lender and shall not preclude the exercise by Lender of any or all other such rights, powers, or remedies. If the sale of all or any part of the Property is permitted hereunder, then such sale of the Property may be in one or more parcels and in such manner and order as Lender, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of an Event of Default shall not be exhausted by any one or more

sales, but other and successive sales may be made until all of the Property has been sold or until the Secured Obligations have been fully satisfied.

5.14 Waiver of Appraisal, Valuation, Exemption, Etc. Borrower agrees, to the full extent permitted by law, that in case of an Event of Default hereunder, neither Borrower nor anyone claiming through or under Borrower will set up, claim or seek to take advantage of any stay, extension, exemption, or laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Security Deed, or the absolute sale of the Property or any part thereof, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrower, for itself and all who may at any time claim through or under Borrower, 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 subject to the lien and security interest of this Security Deed marshaled upon any foreclosure or sale under the power herein granted.

5.15 Suits to Protect the Property. Lender shall have power (i) 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 Security Deed, (ii) to preserve or protect its interest in the Property and in the Rents, and (iii) 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 Lender.

5.16 Delay or Omission No Waiver. No delay or omission of Lender or of any holder of the Notes 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 Security Deed to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

5.17 No Waiver of Event of Default to Affect Another, etc. No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent or any other then existing Event of Default or shall impair any rights, powers, or remedies consequent thereon. If Lender (i) grants forbearance or an extension of time for the payment of any of the Secured Obligations, (ii) takes other or additional security for the payment of the Secured Obligations, (iii) waives or does not exercise any right granted in the Note, this Security Deed, or any of the other Loan Documents, (iv) releases any part of the Property from the lien and interest of this Security Deed or otherwise changes any of the terms of the Note, this Security Deed, or any of the other Loan Documents, (v) consents to the filing of any map, plat, or replat pertaining to the Property, (vi) consents to the granting of any easement or license affecting the Property, or (vii) makes or consents to any agreement subordinating the lien and interest of this Security Deed, then any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Note, this Security Deed, or otherwise of Borrower 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 Lender from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other 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 Lender, shall the lien and security interest of this Security Deed 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, Lender, at its option, without notice to any person or entity, hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Secured Obligations, or with reference to any of the terms or conditions 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 of the liabilities or undertakings hereunder.

5.18 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower or its creditors or property, Lender, 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 Lender allowed in such proceedings for the entire amount due and payable by Borrower under this Security Deed at the date of the institution of such proceedings and for any additional amount which may become due and payable by Borrower hereunder after such date.

ARTICLE 6: MISCELLANEOUS PROVISIONS

6.01 Reconveyance of Property. If Borrower shall well and truly pay to Lender the Loan at the time and in the manner provided in the Notes and the Loan Agreement, shall well and truly perform the other obligations in the Loan Documents and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, Lender shall reconvey legal title to the Property to Borrower by quitclaim deed of release, with no representations or warranties, at which time this Security Deed shall terminate; provided, however, that Borrower's obligation to indemnify and hold harmless Lender pursuant to the Loan Agreement shall survive any such payment or reconveyance to the extent set forth therein.

6.02 Commercial Purpose. The interest of Lender under this Security Deed and the liability and obligation of Borrower for the obligations secured hereby arise from a "commercial transaction" within the meaning of O.C.G.A. § 44-14-260(1). Accordingly, pursuant to O.C.G.A. § 44-14-263, Borrower waives any and all rights that Borrower may have to notice, except as expressly provided in this Security Deed and the other Loan Documents, prior to seizure by Lender of any interest in personal property of Borrower which constitutes part of the Property, whether such seizure is by writ of possession or otherwise.

6.03 Discontinuance of Proceedings. If Lender shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Lender shall have the unqualified right to do so and, in such an event, Borrower and Lender shall be restored to their former positions with respect to the Loan, all obligations, the Loan Documents, the Property and otherwise, and the rights, remedies, recourses and powers of Lender shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Lender thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default. Borrower hereby expressly waives any and all benefits Borrower may have under O.C.G.A. § 44-14-85 to claim or assert that the Loan has been reinstated in accordance with its terms following the withdrawal of any foreclosure proceedings by Lender and acknowledges and agrees that reinstatement shall occur only upon written agreement of Lender.

6.04 Leasehold Provisions.

(a) Borrower hereby covenants, warrants and represents to Lender with respect to the Lease and Borrower's interest therein as follows:

- (1) The Lease is in full force and effect and is un-modified by any writing or otherwise;
- (2) No rent, additional rent and/or other charges reserved in or payable under the Lease is currently due or payable as of the date hereof;

(3) Borrower enjoys the quiet and peaceful possession of the Property;

(4) Borrower has not delivered or received any notices of default under the Lease and is not in default under any of the terms of the Lease and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute a default under the Lease;

(5) To Borrower's knowledge the lessor under the Lease is not in default under any of the terms of the Lease on its part to be observed or performed;

(6) Borrower has delivered to Lender a true, accurate and complete copy of the Lease;

(7) Borrower shall pay before delinquent rent and all other sums and charges mentioned in, and payable under, the Lease;

(8) Borrower timely shall perform and observe all of the terms, covenants and conditions required to be performed and observed by the lessee under the Lease, the breach of which could permit any party to the Lease to validly terminate the Lease (including, but without limiting the generality of the foregoing, any payment obligations), shall do all things necessary to preserve and to keep unimpaired its rights under the Lease, shall not waive, excuse or discharge any of the material obligations of the lessor under the Lease without Lender's prior written consent in each instance and shall diligently and continuously enforce the material obligations of the lessor under the Lease;

(9) Borrower shall not do, permit or suffer any event or omission as a result of which there could occur a default under the Lease or any event which, with the giving of notice or the passage of time, or both, would constitute a default under the Lease that could permit any party to the Lease to validly terminate the Lease (including, but without limiting the generality of the foregoing, a default in any payment obligation);

(10) Borrower shall not cancel, terminate, surrender, modify or amend or in any way alter or permit the alteration of any of the provisions of the Lease or agree to any termination, amendment, modification or surrender of the Lease without Lender's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed;

(11) Borrower will promptly notify Lender of any material defaults by any party under the Lease and shall deliver to Lender copies of any notice of default by any party under the Lease, or of any notice from the lessor under the Lease of its intention to terminate the Lease or to reenter and take possession of the Secured Property, immediately upon delivery or receipt of such notice, as the case may be;

(12) Borrower shall promptly furnish to Lender copies of such information and evidence as Lender may reasonably request concerning Borrower's due observance, performance and compliance with the terms, covenants and conditions of the Lease;

(14) Any default beyond applicable notice and cure period under the Lease by Borrower or any failure by Borrower to perform its obligations under the Lease shall constitute an Event of Default hereunder; and

(15) Borrower, at its sole cost and expense, shall execute and deliver to Lender, within five (5) days after reasonable request, such documents, instruments or agreements as may be required to permit Lender to cure any default under the Lease.

(b) In the event of default by Borrower in the performance of any of its obligations under the Lease beyond applicable notice and cure period, including, but without limiting the generality of the foregoing, any default in the payment of any sums payable thereunder, then, in each and every case, Lender may, at its option, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of Borrower thereunder in the name of and on behalf of Borrower. Borrower shall, within 10 days from demand, reimburse Lender for all advances made and expenses incurred by Lender in curing any such default (including, without limiting the generality of the foregoing, reasonable attorneys' fees and disbursements), together with interest thereon computed at the Default Rate (as defined in the Note) from the date that demand on Borrower for reimbursement of such advance is made by Lender, to and including the date the same is paid to Lender.

(c) Borrower shall give Lender notice of its intention to exercise each and every option, if any, to extend the term of the Lease, at least thirty (30) days prior to the expiration of the time to exercise such option under the terms thereof. If Borrower intends to extend the term of the Lease, it shall deliver to Lender, with the notice of such decision, a copy of the notice of extension delivered to the lessor thereunder, together with the terms and conditions of such extension.

(d) Borrower shall request and make commercially reasonable efforts to obtain, within ten (10) days after written demand by Lender, an estoppel certificate from the lessor under the Lease setting forth (i) the name of the lessee and the lessor thereunder, (ii) that the Lease is in full force and effect and has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the basic rent payable under the Lease, (iv) the date to which all rental charges have been paid by the lessee under the Lease, (v) whether a notice of default has been received by the lessor under the Lease which has not been cured, and if such notice has been received, the date it was received and the nature of the default, (vi) whether there are any alleged defaults of the lessee under the Lease and, if there are, setting forth the nature thereof in reasonable detail, and (vii) if the lessee under the Lease shall be in default, the default.

(e) Anything contained herein to the contrary notwithstanding, this Security Deed shall not constitute an assignment of the Lease within the meaning of any provision thereof prohibiting its assignment and Lender shall have no liability or obligation thereunder by reason of its acceptance of this Security Deed. Lender shall be liable for the obligations of the lessee arising under the Lease for only that period of time which Lender has acquired, by foreclosure or otherwise, and is holding all of Borrower's right, title and interest therein.

(f) It is hereby agreed that the leasehold estate in the Property shall not merge but shall always be kept separate and distinct, notwithstanding the union of any of said estates in either the lessor under the Lease, Borrower or a third party, whether by purchase or otherwise. If Borrower shall acquire fee title to the property leased to Borrower under the Lease, or any other estate, title or interest in the property demised under the Lease, or any portion thereof, then, immediately upon Borrower's acquisition thereof, this Security Deed automatically shall spread to cover Borrower's interest in such leased property on the same terms, covenants and conditions as set forth herein. Upon such acquisition, Borrower, at its sole cost and expense, shall deliver to Lender a title insurance policy issued by a title company acceptable to Lender, insuring that this Security Deed, as so spread to cover Borrower's interest in such leased property, is a valid first lien on Borrower's interest therein, subject only to the Permitted Encumbrances. It is the intention of Borrower and Lender that no documents, instruments or agreements shall be necessary to confirm the foregoing spread of this Security Deed to cover Borrower's interest in

such leased property, as aforesaid, and that such spreader shall occur automatically upon the consummation of Borrower's acquisition of such estate, title or interest to such leased property. Notwithstanding the foregoing, Borrower shall make, execute, acknowledge and deliver to Lender or so cause to be made, executed, acknowledged and delivered to Lender, in form satisfactory to Lender, all such further or other documents, instruments, agreements or assurances as may be required by Lender to confirm the foregoing spread of this Security Deed to cover Borrower's interest in such leased property. Borrower shall pay all expenses incurred by Lender in connection with the preparation, execution, acknowledgement, delivery and/or recording of any such documents, including, but without limiting the generality of the foregoing, all filing, registration and recording fees and charges, documentary stamps, mortgage taxes, intangible taxes and reasonable attorneys' fees, costs and disbursements.

(g) If any action or proceeding shall be instituted to evict Borrower or to recover possession of the Secured Property or any part thereof or interest therein or any action or proceeding otherwise affecting the Lease or this Security Deed shall be instituted, then Borrower will, immediately upon service thereof on or to Borrower, deliver to Lender a true and complete copy of each petition, summons, complaint, notice of motion, order to show cause and of all other provisions, pleadings and papers, however designated, served in any such action or proceeding.

(h) Borrower shall, within ten (10) days after reasonable written demand therefor from Lender, deliver to Lender proof of payment of all items that are required to be paid by Borrower under the Lease, including, without limitation, rent and other charges required to be paid under the Lease.

(i) If the Lease shall be terminated prior to the natural expiration of its term, and if, pursuant to the exercise of Lender's remedies any provision of the Lease, Lender or its designee shall acquire from the lessor under such Lease a new lease of the Property demised thereunder and the improvements located thereon, Borrower shall have no right, title or interest in or to such new lease or the leasehold estate created thereby, or renewal privileges therein contained.

ARTICLE 7: DOCUMENT PROTOCOLS

This Security Deed is governed by the Document Protocols set forth in Article 9 of the Loan Agreement, which Document Protocols are specifically incorporated herein by reference as if fully set forth herein.

[Borrower's signature appears on the following page]

IN WITNESS WHEREOF, Borrower has executed this Security Deed under seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

**EPPS AIR SERVICE, LLC, a Georgia limited
liability company**

Witness

By: _____
Name: S. Michael Scheeringa
Title: Manager

Notary Public

My Commission Expires:

(NOTARY SEAL)

EXHIBIT A

**LEASEHOLD DEED TO SECURE DEBT, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING**

Description of the Land

The Land referred to herein below is situated in the County of DeKalb, State of Georgia, and is described as follows:

PARCEL A (Tract 1):

ALL THAT PORTION OF LAND LYING IN AND BEING PART OF LAND LOT 270 AND 279 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA ON THE DEKALB PEACHTREE AIRPORT PROPERTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTHERN EDGE OF AN 80 FOOT ACCESS WAY INTERSECTS THE WESTERN EDGE OF THE TAXIWAY WEST OF RUNWAY 16-34; THENCE, PROCEED ALONG SAID WESTERN EDGE SOUTH 24 DEGREES 02 MINUTES EAST FOR 328.24 FEET TO A POINT; THENCE PROCEED SOUTH 65 DEGREES 58 MINUTES WEST FOR 60.17 FEET TO A POINT; THENCE PROCEED SOUTH 65 DEGREES 36 MINUTES WEST FOR 267.16 FEET TO A POINT; THENCE PROCEED SOUTH 25 DEGREES 21 MINUTES WEST FOR 18.88 FEET TO A POINT; THENCE PROCEED SOUTH 65 DEGREES 35 MINUTES WEST FOR 40.07 FEET TO A POINT; THENCE PROCEED SOUTH 24 DEGREES 25 MINUTES EAST FOR 78.37 FEET TO A POINT; THENCE PROCEED SOUTH 65 DEGREES 55 MINUTES WEST FOR 40.00 FEET TO A POINT; THENCE PROCEED SOUTH 24 DEGREES 05 MINUTES EAST FOR 78.00 FEET TO A POINT; THENCE PROCEED SOUTH 65 DEGREES 55 MINUTES WEST FOR 120.73 FEET TO A POINT; THENCE PROCEED NORTH 24 DEGREES 02 MINUTES WEST FOR 177.04 FEET TO A POINT; THENCE PROCEED NORTH 65 DEGREES 54 MINUTES EAST FOR 35.19 FEET TO A POINT; THENCE PROCEED NORTH 24 DEGREES 06 MINUTES WEST FOR 328.34 FEET TO A POINT ON THE SOUTHERN EDGE OF AN 80 FOOT ACCESS WAY; THENCE PROCEED ALONG SAID SOUTHERN EDGE NORTH 65 DEGREES 57 MINUTES EAST FOR 492.30 FEET TO A POINT, AND THE POINT OF BEGINNING.

PARCEL B (Tract 5-A):

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 279, 18TH DISTRICT, DEKALB COUNTY, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF SIXTH STREET (A 50 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE (A 50 FOOT RIGHT OF WAY) THENCE FOLLOWING THE SOUTHERLY RIGHT OF WAY OF SIXTH STREET NORTH 89 DEGREES 57 MINUTES 36 SECONDS WEST 40.10 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING THENCE LEAVING SAID RIGHT OF WAY SOUTH 00 DEGREES 20 MINUTES 49 SECONDS EAST 29.34 FEET TO A POINT

THENCE SOUTH 88 DEGREES 44 MINUTES 36 SECONDS EAST 40.00 FEET TO A POINT

THENCE SOUTH 00 DEGREES 08 MINUTES 36 SECONDS EAST 315.02 FEET TO A POINT ON THE NORTHERLY LINE OF A 115 FOOT ACCESS WAY KNOWN AS CLAIRMONT TAXILANE THENCE FOLLOWING SAID NORTHERLY LINE SOUTH 67 DEGREES 37 MINUTES 48 SECONDS WEST 44.01 FEET TO A POINT

THENCE LEAVING SAID NORTHERLY LINE OF TAXILANE NORTH 00 DEGREES 03 MINUTES 24 SECONDS EAST 120.10 FEET TO A POINT

THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS WEST 175.88 FEET TO A POINT

THENCE NORTH 00 DEGREES 25 MINUTES 13 SECONDS EAST 241.78 FEET TO A POINT ON THE SOUTHERLY LINE OF SIXTH STREET

THENCE FOLLOWING SAID SOUTHERLY LINE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS EAST 173.72 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINING 55,329 SQUARE FEET, 1.27 ACRES MORE OR LESS AS SHOWN ON SURVEY BY PATTERSON & DEWAR ENGINEERS, INC. DATED MARCH 18, 2015

PARCEL C (Tract 5-B)

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 279, 18TH DISTRICT, DEKALB COUNTY, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF SIXTH STREET (A 50 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE (A 50 FOOT RIGHT OF WAY) THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS EAST 120.77 FEET TO A POINT

THENCE NORTH 00 DEGREES 01 MINUTES 36 SECONDS WEST 27.26 FEET TO A POINT

THENCE SOUTH 88 DEGREES 44 MINUTES 36 SECONDS EAST 17.18 FEET TO A POINT

THENCE SOUTH 24 DEGREES 05 MINUTES 36 SECONDS EAST 228.21 FEET TO A POINT

THENCE CONTINUING SOUTH 24 DEGREES 05 MINUTES 36 SECONDS EAST 63.77 FEET TO A POINT ON THE NORTHERLY LINE OF AN ACCESS WAY KNOWN AS CLAIRMONT TAXILANE (A 115 FOOT ACCESS WAY)

THENCE FOLLOWING SAID NORTHERLY LINE SOUTH 67 DEGREES 37 MINUTES 48 SECONDS WEST 277.13 FEET TO A POINT

THENCE LEAVING SAID ACCESS WAY NORTH 00 DEGREES 08 MINUTES 36 SECONDS WEST 315.02 FEET TO A POINT

THENCE NORTH 88 DEGREES 44 MINUTES 36 SECONDS WEST 40.00 FEET TO A POINT

THENCE NORTH 00 DEGREES 20 MINUTES 49 SECONDS WEST 29.34 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF SIXTH STREET

THENCE FOLLOWING SAID SOUTHERLY RIGHT OF WAY SOUTH 89 DEGREES 57 MINUTES
36 SECONDS EAST 40.10 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINING 64,061 SQUARE FEET, 1.471 ACRES MORE OR LESS AS SHOWN ON
SURVEY BY PATTERSON & DEWAR ENGINEERS, INC. DATED MARCH 18, 2015

PARCEL D-1 (Tract 7-A):

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 279, 18TH DISTRICT,

DEKALB COUNTY, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF ACCESS WAY KNOWN AS CLAIRMONT

TAXILANE (A 115 FOOT ACCESS WAY) WITH THE WESTERLY LINE OF RUNWAY 16-34 TAXIWAY

THENCE FOLLOWING SAID NORTHERLY LINE OF ACCESS WAY SOUTH 67 DEGREES 37 MINUTES 48

SECONDS WEST 537.58 FEET TO A POINT

THENCE NORTH 24 DEGREES 05 MINUTES 36 SECONDS WEST 63.77 FEET TO A POINT

THENCE NORTH 00 DEGREES 09 MINUTES 36 SECONDS WEST 432.17 FEET TO A POINT

THENCE NORTH 89 DEGREES 15 MINUTES 24 SECONDS EAST 200.80 FEET TO A POINT

THENCE NORTH 00 DEGREES 30 MINUTES 24 SECONDS EAST 65.00 FEET TO A POINT

THENCE SOUTH 89 DEGREES 15 MINUTES 26 SECONDS WEST 407.19 FEET TO A POINT

THENCE NORTH 00 DEGREES 22 MINUTES 36 SECONDS WEST 186.86 FEET TO A POINT

THENCE NORTH 89 DEGREES 03 MINUTES 24 SECONDS EAST 371.23 FEET TO A POINT

THENCE NORTH 66 DEGREES 43 MINUTES 24 SECONDS EAST 116.82 FEET TO A POINT

THENCE SOUTH 23 DEGREES 17 MINUTES 36 SECONDS EAST 429.57 FEET TO A POINT

THENCE SOUTH 23 DEGREES 18 MINUTES 36 SECONDS EAST 209.82 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINING 304,306 SQUARE FEET, 6.986 ACRES MORE OR LESS AS SHOWN ON SURVEY

BY PATTERSON & DEWAR ENGINEERS, INC. DATED MARCH 18, 2015

PARCEL D-2 (Tract 7-A1):

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 279, 18TH DISTRICT,

DEKALB COUNTY, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF SIXTH STREET (A 50 FOOT

RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE (A 50 FOOT RIGHT OF

WAY)

THENCE FOLLOWING THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE NORTH 00 DEGREES 04

MINUTES 28 SECONDS EAST 204.36 FEET TO A POINT

THENCE CONTINUING WITH SAID EASTERLY RIGHT OF WAY NORTH 00 DEGREES 12 MINUTES 08

SECONDS EAST 303.82 FEET TO A POINT

THENCE LEAVING SAID RIGHT OF WAY NORTH 89 DEGREES 03 MINUTES 24 SECONDS EAST 21.46

FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING

FROM SAID BEGINNING POINT THUS ESTABLISHED NORTH 89 DEGREES 03 MINUTES 24 SECONDS

EAST 371.32 FEET TO A POINT

THENCE NORTH 66 DEGREES 43 MINUTES 24 SECONDS EAST 113.35 FEET TO A POINT

THENCE SOUTH 23 DEGREES 17 MINUTES 36 SECONDS EAST 7.99 FEET TO A POINT

THENCE SOUTH 66 DEGREES 43 MINUTES 24 SECONDS WEST 116.82 FEET TO A POINT

THENCE SOUTH 89 DEGREES 03 MINUTES 24 SECONDS WEST 371.23 FEET TO A POINT

THENCE NORTH 00 DEGREES 22 MINUTES 36 SECONDS WEST 8.70 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINING 4153 SQUARE FEET, 0.095 ACRES MORE OR LESS AS SHOWN ON SURVEY

BY PATTERSON & DEWAR ENGINEERS, INC. DATED MARCH 18, 2015

PARCEL D-3 (Tract 4-A):

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 279, 18TH DISTRICT, DEKALB COUNTY, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF SIXTH STREET (A 50 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE (A 50 FOOT RIGHT OF WAY) THENCE FOLLOWING THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE NORTH 00 DEGREES 04 MINUTES 28 SECONDS EAST 204.36 FEET TO A POINT, SAID POINT BEING WITNESSED BY A 1 1/2 INCH PIPE BEARING NORTH 00 DEGREES 04 MINUTES EAST 0.36 FEET, SAID POINT BEING THE POINT OF BEGINNING

FROM SAID BEGINNING POINT THUS ESTABLISHED CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST 295.11 FEET TO A POINT

THENCE LEAVING SAID RIGHT OF WAY NORTH 89 DEGREES 03 MINUTES 24 SECONDS EAST 21.56

FEET TO A POINT

THENCE SOUTH 00 DEGREES 22 MINUTES 36 SECONDS EAST 186.86 FEET TO A POINT

THENCE SOUTH 00 DEGREES 25 MINUTES 32 SECONDS EAST 109.06 FEET TO A POINT

THENCE NORTH 88 DEGREES 56 MINUTES 43 SECONDS WEST 24.64 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINING 6815 SQUARE FEET, 0.157 ACRES MORE OR LESS AS SHOWN ON SURVEY BY

PATTERSON & DEWAR ENGINEERS, INC. DATED MARCH 18, 2015

PARCEL D-4 (Tract 4-A1):

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 279, 18TH DISTRICT, DEKALB COUNTY, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF SIXTH STREET (A 50 FOOT RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE (A 50 FOOT RIGHT OF WAY) THENCE FOLLOWING THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE NORTH 00 DEGREES 04 MINUTES 28 SECONDS EAST 204.36 FEET TO A POINT

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST 295.11 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST 8.71 FEET TO A POINT

THENCE NORTH 89 DEGREES 03 MINUTES 24 SECONDS EAST 21.46 FEET TO A POINT

THENCE SOUTH 00 DEGREES 22 MINUTES 36 SECONDS EAST 8.70 FEET TO A POINT

THENCE SOUTH 89 DEGREES 03 MINUTES 24 SECONDS WEST 21.56 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINING 187 SQUARE FEET, 0.004 ACRES MORE OR LESS AS SHOWN ON SURVEY BY PATTERSON & DEWAR ENGINEERS, INC. DATED MARCH 18, 2015

PARCEL E (Tract 7-B):

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 279, 18TH DISTRICT, DEKALB COUNTY, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF SIXTH STREET (A 50 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE (A 50 FOOT RIGHT OF WAY) THENCE FOLLOWING THE EASTERLY RIGHT OF WAY OF HARDEE AVENUE NORTH 00 DEGREES 04 MINUTES 28 SECONDS EAST 204.36 FEET TO A POINT THENCE LEAVING SAID RIGHT OF WAY SOUTH 88 DEGREES 56 MINUTES 43 SECONDS EAST 24.64 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING

FROM SAID BEGINNING POINT THUS ESTABLISHED NORTH 00 DEGREES 25 MINUTES 32 SECONDS WEST 109.06 FEET TO A POINT

THENCE NORTH 89 DEGREES 15 MINUTES 26 SECONDS EAST 407.19 FEET TO A POINT
THENCE SOUTH 00 DEGREES 30 MINUTES 24 SECONDS WEST 65.00 FEET TO A POINT
THENCE SOUTH 89 DEGREES 15 MINUTES 24 SECONDS WEST 200.80 FEET TO A POINT
THENCE SOUTH 00 DEGREES 09 MINUTES 36 SECONDS EAST 432.17 FEET TO A POINT

THENCE NORTH 24 DEGREES 05 MINUTES 36 SECONDS WEST 228.21 FEET TO A POINT

THENCE NORTH 88 DEGREES 44 MINUTES 36 SECONDS WEST 17.18 FEET TO A POINT

THENCE NORTH 00 DEGREES 01 MINUTES 36 SECONDS WEST 175.00 FEET TO A POINT

THENCE NORTH 88 DEGREES 57 MINUTES 55 SECONDS WEST 95.79 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINING 64.869 SQUARE FEET, 1.489 ACRES MORE OR LESS AS SHOWN ON SURVEY

BY PATTERSON & DEWAR ENGINEERS, INC. DATED MARCH 18, 2015

PARCEL F (Tract E-1):

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOTS 270 AND 279, 18TH DISTRICT, DEKALB COUNTY, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY OF AIRPORT ENTRANCE ROAD (AN EIGHTY FOOT RIGHT OF WAY) A DISTANCE OF 1002 .11 FEET EASTERLY AS MEASURED ALONG SAID NORTHERLY RIGHT OF WAY FROM THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY OF CLAIRMONT ROAD (A 100 FOOT RIGHT OF WAY)

THENCE LEAVING THE NORTHERLY RIGHT OF WAY OF AIRPORT ENTRANCE ROAD NORTH 02 DEGREES 38 MINUTES 27 SECONDS WEST 384.70 FEET TO A POINT

THENCE ALONG A CURVE BREAKING RIGHT AN ARC DISTANCE OF 52.36 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 32 DEGREES 24 MINUTES 11 SECONDS EAST 49.11 FEET TO A POINT, SAID POINT BEING WITNESSED BY A 1/2 INCH REBAR BEARING NORTH 64 DEGREES 43 MINUTES 3.00 FEET

THENCE NORTH 67 DEGREES 26 MINUTES 32 SECONDS EAST 61.31 FEET TO A POINT

THENCE SOUTH 22 DEGREES 25 MINUTES 18 SECONDS EAST 245 .57 FEET TO A POINT

THENCE SOUTH 67 DEGREES 23 MINUTES 06 SECONDS WEST 35.19 FEET TO A POINT

THENCE SOUTH 22 DEGREES 30 MINUTES 33 SECONDS EAST 176.92 FEET TO A POINT

THENCE CONTINUING SOUTH 22 DEGREES 30 MINUTES 33 SECONDS EAST 49 .28 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF AIRPORT ENTRANCE ROAD.

THENCE ALONG SAID NORTHERLY RIGHT OF WAY NORTH 89 DEGREES 56 MINUTES 16 SECONDS WEST 212.99 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINING 65,789 SQUARE FEET, 1.51 ACRES MORE OR LESS AS SHOWN ON SURVEY BY PATTERSON & DEWAR ENGINEERS, INC. DATED MARCH 18, 2015

PARCEL G (Tract 5):

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOTS 270 AND 279, 18TH DISTRICT, DEKALB COUNTY, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE CLAIRMONT TAXILANE (A 115 FOOT ACCESS WAY) AND THE WESTERLY LINE OF RUNWAY 16-34 TAXIWAY, THENCE FOLLOWING SAID WESTERLY LINE SOUTH 22 DEGREES 27 MINUTES 30 SECONDS EAST 328.01 FEET TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING

FROM SAID POINT OF BEGINNING THUS ESTABLISHED NORTH 67 DEGREES 11 MINUTES 47 SECONDS EAST 9.42 FEET TO A POINT

THENCE SOUTH 22 DEGREES 21 MINUTES 12 SECONDS EAST 494.00 FEET TO A POINT

THENCE SOUTH 76 DEGREES 19 MINUTES 35 SECONDS WEST 91.04 FEET TO A POINT

THENCE NORTH 22 DEGREES 21 MINUTES 12 SECONDS WEST 479.58 FEET TO A POINT

THENCE NORTH 67 DEGREES 15 MINUTES 33 SECONDS EAST 20.26 FEET TO A POINT

THENCE NORTH 67 DEGREES 11 MINUTES 47 SECONDS EAST 60.32 FEET TO A POINT AND
THE TRUE

POINT OF BEGINNING

SAID TRACT CONTAINING 43,809 SQUARE FEET, 1.006 ACRES MORE OR LESS AS SHOWN ON
SURVEY

BY PATTERSON & DEWAR ENGINEERS, INC. DATED MARCH 18, 2015