MARGINAL NOTATION FORM

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DeSoto County Chancery Clerk's Office
Misty Heffner, Chancery Clerk

Instrument Type	Book	Page	Lot & SD	Date	Deputy Clerk
AMD	5660	39342		05/15/2023	VSMITH
REL	5663	90314		08/07/2026	LHARVEY
REL	5663	90944		08/10/2026	BLAINE
REL	5663	90950		08/10/2026	BLAINE
AMD	5660	39342		05/15/2023	VSMITH

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Indexing Instructions: A PORTION OF TRACT 1, FINAL PLAT OF PHASE 1, FIRST REVISION TO THE SANDIDGE ROAD COMMERCIAL AND INDUSTRIAL PARK RECORDED IN PLAT BOOK 106 PAGES 17-18, BEING LOCATED IN SECTION 33, T1S, R6W, DESOTO COUNTY, MS

Borrower:
SFG ISF Olive Branch, LLC
c/o Stonemont Financial Group
3280 Peachtree Road NE, Suite 2770
Atlanta, Georgia 30305
Residence Phone No.: N/A
Business Phone No.: (404) 924-2025

Trustee:
Kenneth D. Farmer
c/o First American Title Insurance Company
2001 Airport Road, Suite 301
Flowood, Mississippi 39232
Residence Phone No.: N/A
Business Phone No.: (601) 863-1021

Lender:
Renasant Bank
3328 Peachtree Rd. NE Ste 400,
Atlanta, Georgia 30326
Residence Phone No.: N/A
Business Phone No.:
(678) 985-6853

THIS SECURITY INSTRUMENT ALSO CONSTITUTES A FIXTURE FILING AND SECURES A LOAN TO BE USED PRIMARILY FOR COMMERCIAL PURPOSES.

THIS INSTRUMENT IS A DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING PURSUANT TO THE LAWS OF THE STATE OF MISSISSIPPI GOVERNING DEEDS OF TRUST AND SECURITY AGREEMENTS AND IS NOT A MORTGAGE.

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Security Instrument**") is made as of this 15th day of January, 2021, by **SFG ISF OLIVE BRANCH, LLC**, a Delaware limited liability company, having an address at c/o Stonemont Financial Group, 3280 Peachtree Road NE, Suite 2770, Atlanta, Georgia 30305, as grantor (together with its permitted successors and assigns, "**Borrower**"), to **KENNETH D. FARMER**, as trustee (together with its successors and assigns, "**Trustee**"), for the benefit of **RENASANT BANK**, having an address at 3328 Peachtree Rd. NE Ste 400, Atlanta, Georgia 30326 (together with its successors and assigns, "**Lender**"), as beneficiary. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (defined below).

RECITALS:

This Security Instrument is given to Lender to secure a loan in the original maximum principal amount of THIRTEEN MILLION FIVE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS ($13,560,000.00) (the "**Loan**") advanced pursuant to that certain Loan Agreement, dated as of the date hereof, by and between Borrower and Lender (as the same may have been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), which such Loan is evidenced by, among other things, that certain Promissory Note, dated as of the date hereof, executed by Borrower in favor of Lender (together with all extensions, renewals, replacements, restatements or other modifications thereof, whether one or more being hereinafter collectively referred to as the "**Note**");

Borrower desires to secure the payment of the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the Note together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement, this Security Instrument or any of the other Loan Documents (defined below) (collectively, the "**Debt**") and the performance of all of the obligations due under the Note, the Loan Agreement, this Security Instrument and all other documents, agreements and certificates executed and/or delivered in connection with the Loan (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "**Loan Documents**"); and

This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance of the obligations due thereunder and under the other Loan Documents, including, without limitation, the Note, are secured hereby in accordance with the terms hereof.

Article 1 – GRANTS OF SECURITY

Section 1.1. Property Mortgaged. Borrower, in consideration of the making of the Loan by Lender and for other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, assigns, sells, conveys and warrants unto Trustee, subject to applicable Mississippi law, in trust for the benefit of Lender and its successors and assigns, forever, and Borrower, for itself and its successors and assigns, warrants and forever defend all and singular said premises unto said Trustee, in trust for the benefit of Lender, against Borrower and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, WITH POWER OF SALE, all right, title, interest and estate of Borrower now owned, or hereafter acquired by Borrower, in and to the following (collectively, the "**Property**"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**");

(b) Additional Land. 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 mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, 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, rights of dower, 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;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the "**Leases**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right

of the use and occupancy of property or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, 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 Debt;

(g) Insurance Proceeds. Subject to the terms of the Loan Agreement and any Leases, all insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "**Insurance Proceeds**");

(h) Condemnation Awards. Subject to the terms of the Loan Agreement and any Leases, all condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "**Awards**");

(i) Tax Certiorari. Subject to the terms of the Loan Agreement and any Leases, all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(n) Proceeds. Subject to the terms of the Loan Agreement and any Leases, all proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation or other claims or otherwise; and

(o) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (n) above.

Section 1.2. Assignment of Rents. Borrower hereby absolutely and unconditionally assigns to Lender and Trustee all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Loan Agreement and Section 8.1(h) of this Security Instrument, Lender grants to Borrower a revocable license to (i) collect, receive, use and enjoy the Rents and Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums, and (ii) enforce the terms of, and perform the obligations of the landlord under, the Leases.

Section 1.3. Security Agreement. This conveyance is both a real property deed of trust and a "security agreement" within the meaning of the Uniform Commercial Code, and is given to secure the following indebtedness:

FOR THE PURPOSE OF SECURING:

(1) The debt evidence by the Note, including the Loan, together with interest and any fees as therein provided;

(2) The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations contained in any of the Loan Documents and the payment of all other sums therein covenanted to be paid, including, without limitation, any applicable yield maintenance premiums or prepayment fees;

(3) Any and all future or additional advances (whether or not obligatory) made by Lender to protect or preserve the Property or the lien or security interest created hereby on the Property, or for taxes, assessments, operating expenses 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 purposed provided herein or in the other Loan Documents (whether or not the original Borrower remains the owner of the Property as the time of such advances) together with interest thereon at the Default Rate (as defined in the Loan Agreement); and

(4) 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, amendments, restatements, consolidations, substitutions, replacements and extensions thereof.

Section 1.4. Fixture Filing. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county where such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5. Conditions to Grant. TO HAVE AND TO HOLD the Property unto Trustee for and on behalf of Lender and to the use and benefit of Lender and Trustee and their successors and assigns, forever; IN TRUST, WITH POWER OF SALE, to secure payment to Lender of the Debt at the time and in the manner provided for its payment in the Note and the Loan Agreement; PROVIDED, HOWEVER, these presents are upon the express condition that, if Lender shall be well and truly paid the Debt at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, if Borrower shall well and truly perform the Other Obligations as set forth in this Security Instrument 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, these presents and the estate hereby granted shall cease, terminate and be void.

Article 2 – Debt and Obligations Secured

Section 2.1. Debt. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

Section 2.2. Other Obligations. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the "**Other Obligations**"): (a) all other obligations of Borrower contained herein; (b) each obligation of Borrower contained in the Note, the Loan Agreement and any other Loan Document; and (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3. Debt and Other Obligations. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "**Obligations.**"

Section 2.4. Payment of Debt. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 2.5. Incorporation by Reference. All the covenants, conditions and agreements contained in the Loan Agreement, the Note and all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 3 – Property Covenants

Section 3.1. Compliance with Loan Agreement. Borrower shall comply with all covenants set forth in the Loan Agreement relating to the Property, including, without limitation, insurance, taxes and other charges, payment for labor and materials and leases.

Section 3.2. Warranty of Title. Borrower has good, indefeasible, marketable and insurable title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same. Borrower possesses an unencumbered fee simple absolute estate in the Land and the Improvements except for the Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. This Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a legal, enforceable, valid, and perfected first priority lien on the Property, subject only to Permitted Encumbrances and the liens created by the Loan Documents and (b) a legal, enforceable, valid, and perfected first priority security interests in and to, and legal, enforceable, valid, and perfected first priority collateral assignments of, all personalty (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. Borrower shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Lender against the claims of all Persons whomsoever, subject to any applicable Permitted Encumbrances.

Article 4 – Further Assurances

Section 4.1. Compliance with Loan Agreement. Borrower shall comply with all covenants set forth in the Loan Agreement relating to acts or other further assurances to be made on the part of Borrower in order to protect and perfect the lien or security interest hereof upon, and in the interest of Lender in, the Property.

Section 4.2. Authorization to File Financing Statements; Power of Attorney. Borrower hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the Personal Property and as necessary or required in connection herewith. For purposes of such filings, Borrower agrees to furnish any information reasonably requested by Lender promptly upon request by Lender. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto or continuation statements, if filed prior to the date of this Security Instrument. Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Borrower's own name to execute in Borrower's name any such documents and otherwise to carry out the purposes of this Section 4.2, to the extent that Borrower's authorization above is not sufficient and Borrower fails or refuses to promptly execute such documents. To the extent permitted by law, Borrower hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

Article 5 – Due On Sale/Encumbrance

Section 5.1. No Sale/Encumbrance. Except in accordance with the express terms and conditions contained in the Loan Agreement, Borrower shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, Borrower, any constituent owner or other holder of a direct or indirect equity interest in Borrower, any indemnitor or other guarantor of the Loan, any constituent owner or other holder of a direct or indirect equity interest in such indemnitor or guarantor, any manager or operating lessee of the Property that is affiliated with Borrower or any constituent owner or other holder of a direct or indirect equity interest in such manager or such operating lessee.

Article 6 – Prepayment; Release of Property

Section 6.1. Prepayment. The Debt may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Note and the Loan Agreement.

Section 6.2. Release of Property. Borrower shall not be entitled to a release of any portion of the Property from the lien of this Security Instrument except in accordance with terms and conditions of the Loan Agreement.

Article 7 – Default

Section 7.1. Event of Default. The term **"Event of Default"** as used in this Security Instrument shall have the meaning assigned to such term in the Loan Agreement.

Article 8 – Rights And Remedies Upon Default

Section 8.1. Remedies. Subject to any terms and conditions set forth in the Loan Agreement and subject to the rights of any Tenants under the Leases, upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may, or acting by or through Trustee, may, take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender, or Trustee, may determine, in their sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender or Trustee:

(a) declare the entire unpaid Debt to be immediately due and payable;

(b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice to Borrower, which notice Borrower expressly waives, and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor under the Loan or any other Person liable for the payment of the Debt and whose appointment Borrower expressly consents to take possession of and to operate the Property, to collect the Rents and to otherwise protect and preserve the Property;

(h) the license granted to Borrower under Section 1.2 of this Security Instrument shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the

Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its sole discretion: (i) Taxes and Other Charges; (ii) insurance premiums; (iii) interest on the unpaid principal balance of the Note; (iv) amortization of the unpaid principal balance of the Note; (v) all other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Security Instrument;

(j) surrender the insurance policies maintained pursuant to the Loan Agreement, collect the unearned insurance premiums for such insurance policies and apply such sums as a credit on the Debt in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such insurance premiums;

(k) apply the undisbursed balance of any deposit made by Borrower with Lender in connection with the restoration of the Property after a casualty thereto or condemnation thereof, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion; and/or

(l) pursue such other remedies as Lender may have under Applicable Law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 8.2. Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

Section 8.3. Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make any payment or do any act required of Borrower hereunder in such manner and to such extent as Lender may deem necessary to protect the security hereof. Subject to the rights of Tenants under any Leases, Lender or Trustee is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as

provided in this Section 8.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at any default rate specified in the Loan Agreement, if any (the "**Default Rate**"), for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender or Trustee together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender.

Section 8.4. Actions and Proceedings. Lender or Trustee has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 8.5. Recovery of Sums Required To Be Paid. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 8.6. Other Rights, etc. The failure of Lender or Trustee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender or Trustee to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note, the Loan Agreement or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Debt or any portion thereof, other than a release of this Security Instrument in connection with full payment of the Debt or a Partial Release of the Property pursuant to Section 8.3 of the Loan Agreement, (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument, the Loan Agreement or the other Loan Documents. It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in the value of the Property, for failure to maintain the insurance policies required to be maintained pursuant to the Loan Agreement, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(b) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender or Trustee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender or Trustee thereafter to foreclose this Security Instrument. The rights of Lender or Trustee under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender or Trustee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Neither Lender nor Trustee shall be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 8.7. Right to Release Any Portion of the Property. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall

have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 8.8. Right of Entry. Upon reasonable notice to Borrower and subject to the rights of any Tenants under the Leases, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

Section 8.9. Bankruptcy. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code (defined below). If there shall be filed by or against Borrower a petition under the Bankruptcy Code and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than 10 days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within 30 days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

Section 8.10. Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of the Other Obligations.

Article 9 – Environmental Hazards

Section 9.1. Environmental Covenants. Borrower has provided representations, warranties and covenants regarding environmental matters set forth in the Environmental Indemnity and Borrower shall comply with the aforesaid covenants regarding environmental matters.

Article 10 – Waivers

Section 10.1. Marshalling and Other Matters. Borrower hereby waives, to the extent permitted by law, the benefit of all Applicable Law now or hereafter in force regarding appraisement, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all Persons to the extent permitted by Applicable Law.

Section 10.2. Waiver of Notice. Borrower shall not be entitled to any notices of any nature whatsoever from Lender or Trustee except with respect to matters for which this Security Instrument or the Loan Documents specifically and expressly provides for the giving of notice by Lender or Trustee to Borrower and except with respect to matters for which Borrower is not permitted by Applicable Law to waive its right to receive notice, and Borrower hereby expressly waives the right to receive any notice from Lender or Trustee with respect to any matter for which this Security Instrument or the Loan Documents do not specifically and expressly provide for the giving of notice by Lender or Trustee to Borrower.

Section 10.3. Sole Discretion of Lender. Whenever pursuant to this Security Instrument, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole discretion of Lender and shall be final and conclusive.

Section 10.4. Waiver of Trial by Jury. **BORROWER AND LENDER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF LENDER AND BORROWER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND LENDER.**

Section 10.5. Waiver of Foreclosure Defense. Borrower hereby waives any defense Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

Article 11 – Lender and Notices

Section 11.1. Failure to Act. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the failure of Lender to take any action hereunder or under any other Loan Document shall not (i) be deemed to be a waiver of any term or condition of this Security Instrument or any of the other Loan Documents, (ii) adversely affect any rights of Lender hereunder or under any other Loan Document and (iii) relieve Borrower of any of Borrower's obligations hereunder or under any other Loan Document.

Section 11.2. Notices. All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Loan Agreement.

Notices to Borrower shall be sent as follows:

SFG ISF Olive Branch, LLC
c/o Stonemont Financial Group
3280 Peachtree Road NE, Suite 2770
Atlanta, Georgia 30305
Attention: Jack Altmeyer
Email: jack.altmeyer@stonemontfinancial.com

with a copy to:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Attention: Marc R. Bulson, Esq.
Email: mbulson@mmmlaw.com

Notices to Lender shall be sent as follows:

Renasant Bank
3328 Peachtree Rd. NE Ste 400
Atlanta, Georgia 30326
Attention: Jason H. Frank, Senior Vice President
Email: jason.frank@renasant.com

with a copy to:

Nelson Mullins Riley & Scarborough LLP
201 17th Street, NW, Suite 1700
Atlanta, Georgia 30363
Attention: Rusty. A. Fleming, Esq.
Email: rusty.fleming@nelsonmullins.com

Notices to the Trustee shall be sent as follows:

Kenneth D. Farmer
c/o First American Title Insurance Company
2001 Airport Road, Suite 301
Flowood, Mississippi 39232

Article 12 – Applicable Law

Section 12.1. Governing Law. This Security Instrument shall be governed, construed, applied and enforced in accordance with the laws of the State of Mississippi and Applicable Laws of the United States of America.

Section 12.2. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

Section 12.3. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 12 and the terms and conditions of this Security Instrument, the terms and conditions of this Article 12 shall control and be binding.

Section 12.4. Foreclosure – Power of Sale in Mississippi. Without limiting Lender's right to institute a proceeding for judicial foreclosure, Trustee shall, at the request of Lender, sell the Property

conveyed, or a sufficiency thereof, to satisfy the Debt, in such portions, order and parcels as Lender may determine with or without having first taken possession of the Property, at public outcry to the highest bidder for cash. Such sale shall be made at the location at the county courthouse in the county and judicial district in which the Property (or any portion thereof to be sold) is situated which is designated by the applicable court of such county as the area in which public sales are to take place, on such day and at such times as permitted under the applicable laws of the State of Mississippi, after advertising the time, place and terms of sale as provided hereafter and in accordance with the laws of the State of Mississippi. Sale of the Property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original Borrower in this Security Instrument. Borrower waives the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the Property herein conveyed as a whole, regardless of how it is described. If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have the full power to select in which county, or judicial district, the sale of the Property is to be made, newspaper advertisement published, and notice of sale posted, and Trustee's selection shall be binding upon Borrower and Lender. Should Lender be a corporation, or any other entity, then any officer or duly authorized representative thereof may declare Borrower to be in default as provided in this Security Instrument and request Trustee to sell the Property. Lender shall have the same right to purchase the Property at the foreclosure sale as would any purchaser who is not a party to this Security Instrument. In the event of a sale, by foreclosure or otherwise, of less than all of the Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property.

Article 13 – Definitions

Section 13.1. General Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any of Lender's successors and assigns," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and the phrase "reasonable attorneys' fees" and "attorneys' fees", and similar phrases or references, shall mean and refer to reasonable attorneys' fees and expenses actually incurred by a party, including, but not limited to, fees at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder. The parties agree that O.C.G.A. § 13-1-11 shall not be applicable to or under this Security Instrument.

Article 14 – Miscellaneous Provisions

Section 14.1. No Oral Change. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 14.2. Successors and Assigns. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 14.3. Inapplicable Provisions. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 14.4. Headings, etc. The headings and captions of various sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 14.5. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 14.6. Entire Agreement. This Security Instrument and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Security Instrument and the other Loan Documents.

Section 14.7. Limitation on Lender's Responsibility. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 14.8. Exculpation. The provisions of Article 3 of the Loan Agreement are hereby incorporated by reference into this Note to the same extent and with the same force as if fully set forth herein.

Article 15 – Miscellaneous Provisions

Section 15.1. Concerning the Trustee. Trustee shall be under no duty to take any action hereunder except as expressly required hereunder or by law, or to perform any act which would involve Trustee in any expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to Trustee's reasonable satisfaction. Trustee, by acceptance of this Security Instrument, covenants to perform and fulfill the trusts herein created, being liable, however, only for gross negligence or willful misconduct, and hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by Trustee in accordance with the terms hereof. Trustee may resign at any time upon giving thirty (30) days' notice to Borrower and to Lender. Lender may remove Trustee at any time or from time to time and select a successor trustee. In the event of the death, removal, resignation, refusal to act, or inability to act of Trustee, or in its sole discretion for any reason whatsoever Lender may, without notice and without specifying any reason therefor and without applying to any court, select and appoint a successor trustee, by an instrument recorded wherever this Security Instrument is recorded and all powers, rights, duties and authority of Trustee, as aforesaid, shall thereupon become vested in such successor. Such substitute trustee shall not be required to give bond for the faithful performance of the duties of Trustee hereunder unless required by Lender. The procedure provided for in this paragraph for substitution of Trustee shall be in addition to and not in exclusion of any other provisions for substitution, by law or otherwise.

Section 15.2. Trustee's Fees. Borrower shall pay all reasonable costs, fees and expenses incurred by Trustee and Trustee's agents and counsel in connection with the performance by Trustee of

Trustee's duties hereunder and all such costs, fees and expenses shall be secured by this Security Instrument. Notwithstanding anything to the contrary contained herein or in any other Loan Documents, Trustee hereby acknowledges and agrees that no fees or other compensation shall be payable to Trustee hereunder or otherwise in connection with the Loan or Loan Documents except in connection with (a) a sale of the Property in connection with an exercise of remedies hereunder and/or under the other Loan Documents or (b) a release hereof in accordance with the applicable terms and conditions hereof.

Section 15.3. Certain Rights. With the approval of Lender, Trustee shall have the right to take any and all of the following actions: (i) to select, employ, and advise with counsel (who may be, but need not be, counsel for Lender) upon any matters arising hereunder, including the preparation, execution, and interpretation of the Note, this Security Instrument or the Other Loan Documents, and shall be fully protected in relying as to legal matters on the advice of counsel, (ii) to execute any of the trusts and powers hereof and to perform any duty hereunder either directly or through his/her agents or attorneys, (iii) to select and employ, in and about the execution of his/her duties hereunder, suitable accountants, engineers and other experts, agents and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee, and Trustee shall not be answerable for any act, default, negligence, or misconduct of any such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or bad faith, and (iv) any and all other lawful action as Lender may instruct Trustee to take to protect or enforce Lender's rights hereunder. Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Property for debts contracted for or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting an action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for actual expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered.

Section 15.4. Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 15.5. Perfection of Appointment. Should any deed, conveyance, or instrument of any nature be required from Borrower by any Trustee or substitute trustee to more fully and certainly vest in and confirm to Trustee or substitute trustee such estates rights, powers, and duties, then, upon request by Trustee or substitute trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Borrower.

Section 15.6. Succession Instruments. Any substitute trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed, or conveyance, become vested with all the estates, properties, rights, powers, and trusts of its or his/her predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Lender or of the substitute trustee, Trustee ceasing to act shall execute and deliver any instrument transferring to such substitute trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such Trustee to the substitute trustee so appointed in Trustee's place.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Security Instrument has been executed by the undersigned as of the day and year first above written.

BORROWER:

SFG ISF OLIVE BRANCH, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Name: William I. Markwell III
Title: President

STATE OF Georgia)
COUNTY OF Fulton)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of January, 2021, within my jurisdiction, the within named William I. Markwell III, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

SANDY RILEY NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 28, 2022

_____
Notary Public

[SEAL]

My commission expires:
10/28/2022

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACTS 1 AND 2, FINAL PLAT OF PHASE 1, FIRST REVISION TO THE SANDIDGE ROAD COMMERCIAL AND INDUSTRIAL PARK RECORDED IN PLAT BOOK 106 PAGES 17-18, BEING LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI.

LESS AND EXCEPT THE FOLLOWING:

PARCEL 1:

PART OF TRACT 1 OF THE SANDIDGE ROAD COMMERCIAL AND INDUSTRIAL PARK, PHASE 1, FIRST REVISION AS RECORDED IN PLAT BOOK 106 PAGE 17, ALL OF RECORD IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI AND ALL LYING IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OF THE CHICKASAW MERIDIAN IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AND SAID PARCEL 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR IN THE EAST RIGHT-OF-WAY OF ROSS ROAD (PUBLIC PAVED ROAD, RIGHT-OF-WAY VARIES) AT THE NORTHWEST CORNER OF LOT 1 OF USF HOLLAND SUBDIVISION AS RECORDED IN PLAT BOOK 62-PAGE 36 AND SAID POINT OF BEGINNING BEING FURTHER LOCATED AT MISSISSIPPI STATE PLANE COORDINATES (NAD 83-WEST) OF 1983440.82 FEET NORTH AND 2441987.30 FEET EAST; THENCE FOLLOWING ALONG THE EAST RIGHT-OF-WAY OF ROSS ROAD, NORTH 00 DEGREES 21 MINUTES 46 SECONDS WEST-423.43 FEET TO A FOUND STEEL T-POST AT THE SOUTHWEST CORNER OF LOT 1 OF THE NEXTEL INDUSTRIAL SUBDIVISION AS RECORDED IN PLAT BOOK 58-PAGE 18;

THENCE LEAVING THE EAST RIGHT-OF-WAY OF ROSS ROAD AND FOLLOWING ALONG THE SOUTH LINE OF SAID LOT 1 AND SOUTH LINE OF LOT 18 OF THE SANDIDGE ROAD COMMERCIAL & INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 98-PAGE 2, NORTH 89 DEGREES 10 MINUTES 56 SECONDS EAST-1,137.43 FEET TO A SET 1/2" REBAR; THENCE LEAVING THE SOUTH LINE OF SAID LOT 18, SOUTH 00 DEGREES 13 MINUTES 05 SECONDS WEST-423.34 FEET TO A SET 1/2" REBAR ON THE EASTWARD PROJECT OF THE NORTH LINE OF AFORESAID LOT 1 OF THE USF-HOLLAND SUBDIVISION; THENCE SOUTH 89 DEGREES 10 MINUTES 37 SECONDS WEST-1,136.36 FEET ALONG THE EASTWARD PROJECT OF THE NORTH LINE OF SAID LOT 1 OF THE USF-HOLLAND SUBDIVISION AND THE ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 483,321 SQUARE FEET OR 11.050 ACRES, MORE OR LESS.

PARCEL 2:

TRACT 2 OF THE FINAL PLAT OF PHASE 1, FIRST REVISION TO THE SANDIDGE ROAD COMMERCIAL AND INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 106, PAGE 17 & 18, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, LYING IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR AT THE SOUTHWEST CORNER OF THE LANDAU INDUSTRIAL SUBDIVISION (PLAT BOOK 54, PAGE 48); THENCE NORTH 00°15'59" WEST ALONG THE WEST LINE OF THE SAID LANDAU INDUSTRIAL SUBDIVISION A DISTANCE OF 1473.50 FEET TO A SET 1/2" REBAR (WITH I.D. CAP STAMPED "REAVES FIRM" AND TYPICAL OF ALL REBAR REFERRED TO HEREIN AS SET), SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°44'01" WEST A DISTANCE OF 10.01 FEET TO A SET 1/2" REBAR IN THE EAST LINE OF COMMERCIAL DRIVE (VARIABLE WIDTH PUBLIC R.O.W. AS RE-LOCATED); THENCE WITH EAST LINE OF SAID COMMERCIAL DRIVE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 284.00 FEET AND AN ARC LENGTH OF 446.11 FEET (CHORD NORTH 45°27'55" WEST - 400.24 FEET) TO A SET 1/2" REBAR AT A POINT OF TANGENCY; THENCE SOUTH 89°44'01" WEST A DISTANCE OF 6.81 FEET TO A SET 1/2" REBAR AT A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 68.00 FEET AND AN ARC LENGTH OF 52.81 FEET (CHORD NORTH 68°01'05" WEST 51.49 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET AND AN ARC LENGTH OF 58.54 FEET (CHORD NORTH 68°07'47" - 57.06 FEET) TO A SET 1/2" REBAR AT A SOUTHEAST CORNER OF LOT 18 OF SANDIDGE ROAD COMMERCIAL INDUSTRIAL PARK (PLAT BOOK 98, PAGE 2); THENCE WITH THE EAST LINE OF SAID LOT 18, NORTH 01°53'00" EAST A DISTANCE OF 291.69 FEET TO THE SOUTH LINE OF U.S. HIGHWAY 78 (VARIABLE WIDTH PUBLIC R.O.W.); THENCE WITH THE SOUTH LINE OF SAID U.S. HIGHWAY 78, SOUTH 49°56'31" EAST A DISTANCE OF 500.35 FEET TO A FOUND CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 39°18'17" EAST A DISTANCE OF 14.17 FEET TO A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF THE SAID LANDAU INDUSTRIAL SUBDIVISION (PLAT BOOK 54, PAGE 48); THENCE ALONG THE WEST LINE OF THE SAID LANDAU INDUSTRIAL SUBDIVISION A DISTANCE OF 279.72 FEET TO POINT OF BEGINNING AND CONTAINING 85,189 SQUARE FEET, OR 1.956 ACRES.

BEING ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT A ½-INCH REBAR WITH REAVES CAP FOUND IN THE NORTH RIGHT-OF-WAY OF WEST SANDIDGE ROAD, 53 FEET FROM THE CENTERLINE, BEING THE SOUTHEAST CORNER OF USF HOLLAND, INC., DEED BOOK 337, PAGE 604; THENCE WITH USF HOLLAND, INC. NORTH 00 DEGREES 18 MINUTES 45 SECONDS WEST, 1208.15 FEET TO A ½-INCH REBAR WITH L.I. SMITH CAP SET; THENCE WITH A SEVERANCE LINE AS FOLLOWS:

NORTH 89 DEGREES 11 MINUTES 05 SECONDS EAST, 396.31 FEET;

NORTH 00 DEGREES 12 MINUTES 42 SECONDS EAST, 423.16 FEET TO A COMMON CORNER WITH SMITH, DEED BOOK 528, PAGE 554; THENCE WITH SMITH AS FOLLOWS:

NORTH 89 DEGREES 11 MINUTES 52 SECONDS EAST, 14.00 FEET TO A ½-INCH REBAR FOUND;

NORTH 01 DEGREES 13 MINUTES 16 SECONDS EAST, 21.16 FEET TO A ½-INCH REBAR FOUND IN THE WEST RIGHT-OF-WAY OF COMMERCIAL DRIVE; THENCE WITH THE RIGHT-OF-WAY AS FOLLOWS:
ALONG A CURVE TURNING TO THE LEFT 64.56 FEET, HAVING A RADIUS OF 75.00 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69 DEGREES 48 MINUTES 01 SECONDS EAST, 62.58 FEET;

ALONG A CURVE TURNING TO THE RIGHT 52.81 FEET, HAVING A RADIUS OF 68.00 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 32 MINUTES 17 SECONDS EAST, 51.49 FEET;

ALONG A CURVE TURNING TO THE RIGHT 339.29 FEET, HAVING A RADIUS OF 216.00 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 12 MINUTES 48 SECONDS EAST, 305.47 FEET TO A ½-INCH REBAR WITH REAVES CAP FOUND;

SOUTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, 1301.29 FEET;

SOUTH 17 DEGREES 25 MINUTES 27 SECONDS WEST, 52.20 FEET;

SOUTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, 90.66 FEET TO A ½-INCH REBAR WITH REAVES CAP FOUND;

ALONG A CURVE TURNING TO THE RIGHT 35.60 FEET, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20 DEGREES 05 MINUTES 46 SECONDS WEST, 34.85 FEET TO A ½-INCH REBAR FOUND IN THE NORTH RIGHT-OF-WAY OF WEST SANDIDGE ROAD, 53 FEET FROM THE CENTERLINE; THENCE WITH THE WEST SANDIDGE RIGHT-OF-WAY SOUTH 89 DEGREES 12 MINUTES 03 SECONDS WEST, 711.38 FEET TO THE POINT OF BEGINNING, AND CONTAINING 23.9776 ACRES, MORE OR LESS, AS SURVEYED BY WILLIAM P. SMITH, MISSISSIPPI REGISTERED LAND SURVEYOR NUMBER 02815, OF L.I. SMITH & ASSOCIATES, 302 NORTH CALDWELL STREET, PARIS, TN 38242, ON SEPTEMBER 30, 2019. BEARINGS ARE BASED UPON MISSISSIPPI STATE PLANE COORDINATE SYSTEM-WEST ZONE, NAD 83.