

STATE OF GEORGIA

COUNTY OF FULTON

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (“Master Lease Agreement”) is made and entered into this ____ day of _____, 2025 (the “Effective Date”), by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, (herein “Lessor”) and **MicroLife Institute, Inc.**, a nonprofit corporation registered to conduct business in the State of Georgia (herein “Lessee”). Lessor and Lessee may each be individually referred to as Party, or together, as Parties.

WITNESSETH:

WHEREAS, the Parties find that there is a serious shortage of affordable housing options within Fulton County, Georgia; and

WHEREAS, to address the shortage of affordable housing in Fulton County, Georgia, on August 3, 2022, the Fulton County Board of Commissioners adopted Resolution 22-0545, approving the use of not less than One Million Dollars (\$1,000,000.00) in American Rescue Plan Act of 2021 (H.R. 1319, 117th Cong.) (2021) (“ARPA”) funding to implement a pilot program to develop and construct a community of tiny homes on real property owned by Fulton County, as Lessor herein; and

WHEREAS, the pilot program was modified on September 6, 2023, via Agenda Item No. 23-0576, to the development and construction of a community of cottage homes, which are slightly larger than tiny homes; and

WHEREAS, the pilot program is anticipated to include the construction and sale of nine (9) cottage homes in Phase I, and to include the construction and sale of an additional nine (9) cottage homes in Phase II, should its implementation be approved by both Parties (with “Project” defined as Phase I, and only if approved by both Parties, Phase II); and

WHEREAS, the cottage homes constructed through the Project will be sold by Lessee to Fulton County residents earning no more than 80% of the area median income, with a preference for residents earning no more than 60% of the area median income, in order to increase the supply of affordable housing within Fulton County; and

WHEREAS, Fulton County, as Lessor, owns Property located at 4807 Cochran Road, Union City, Fulton County, Georgia (Parcel ID: 09F220201001160) (the “Property”) that is suitable for the development of the Project; and

WHEREAS, Lessor desires to let to Lessee, and Lessee desire to lease from Lessor, the Property, being approximately 2.16+/- acres of space, as more particularly described in Exhibit A, attached hereto, and incorporated herein by this reference (“Leased Premises”) in order for Lessee to undertake and complete the Project; and

WHEREAS, the Parties have entered into that Amended and Restated Contract Agreement, dated as of December 20, 2024 (“Development Contract”) and as attached hereto as Exhibit B and incorporated herein by reference, pursuant to which the Lessee shall act as Lessor’s subrecipient of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in ARPA funding as a grant to be used by Lessee toward the development of the Project to support Lessor’s goal of providing more affordable housing in Fulton County; and

WHEREAS, pursuant to the Development Contract, Lessee shall design, construct, and manage the Project, and the sale of individual cottage home units to appropriate purchasers, as further described herein; and

WHEREAS, the Parties agree and acknowledge that the Leased Premises and all improvements developed or constructed thereupon, including the cottage home units, shall remain the property of Lessor for the entirety of, and following the expiration or termination of, the term of this Master Lease Agreement, unless and until sold to an appropriate purchaser or transferred to a homeowner’s association created to hold, maintain, and manage such common property; and

WHEREAS, pursuant to the Development Contract, the Parties contemplated entering into this Master Lease Agreement pursuant to which the Lessor shall lease the Leased Premises upon which the Project is to be constructed to Lessee; and

WHEREAS, the recitals hereto are incorporated herein as part of this Master Lease Agreement.

NOW THEREFORE, for and in consideration of the mutual promises between the Parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties mutually agree as follows:

1.
Leased Premises

Lessor, for and in consideration of the covenants, agreements and stipulations hereinafter mentioned, to be kept and performed by Lessee, does lease unto the said Lessee, and said Lessee hereby agrees to lease, and take upon the terms and conditions which hereinafter appear, the Leased Premises, as more particularly described in Exhibit A. The Leased Premises consists of approximately 2.16+/- acres.

2.
Consideration

The Parties agree that, in lieu of monetary rental payments to be made by Lessee, Lessee’s fulfillment of its obligations as a subrecipient of the ARPA funding, carrying out and completing the Project and thereby increasing the supply of affordable housing in Fulton County, and complying with all the terms and conditions of the Development Contract and this Master Lease Agreement, are adequate consideration for Lessor entering into this Master Lease Agreement for use of the Leased Premises.

3.
Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises as described herein. Following execution by the Parties, the Master Lease Agreement shall commence on the Effective Date and run through December 19, 2027 (“Initial Term”). After the Initial Term and provided the Master Lease Agreement is not sooner terminated pursuant to Sections 10 or 11 of this Master Lease Agreement, Lessee shall have a one (1) one-year option to renew the Master Lease Agreement (“Renewal Term”), beginning December 20, 2027 and ending December 19, 2028; provided that Lessee deliver to the Fulton County Manager a written notice of renewal within the time period prescribed below in this section of the Master Lease Agreement. The request for renewal shall be subject to and conditioned on approval by the Board of Commissioners. Except as provided herein, under no circumstances shall the term of the Master Lease Agreement extend beyond December 20, 2028, unless the Parties mutually agree in writing to extend the Master Lease Agreement.

In the event that the Parties agree in writing to approve the implementation of Phase II of the Project, this Master Lease Agreement may be renewed for an additional three (3) year initial term (“Phase II Initial Term”) by the mutual written agreement of the Parties at least sixty (60) days prior to the expiration date of the Initial Term, with a one (1) one-year renewal option (“Phase II Renewal Term”). The Phase II Initial Term may commence at any time when (i) the Parties mutually agree and (ii) Lessee has secured adequate financing to commence Phase II.

Notice of Lessee’s desire to exercise its option for the Renewal Term or Phase II Renewal Term shall be given to Lessor in writing at least sixty (60) days prior to the expiration date of the Initial Term or the Phase II Initial Term, as applicable. It is further provided that either option may be exercised by Lessee only in the event that all covenants, agreements, provisions, stipulations, terms and conditions of this Master Lease Agreement, the Development Contract, and any additional agreements entered into between the Parties concerning the Project, on the part of Lessee to be performed, kept and observed, have been fully and faithfully performed, kept and observed.

It is understood that, at the end or upon termination of the Master Lease Agreement, including where all options to extend are exercised and granted, this Master Lease Agreement shall terminate absolutely and without further obligation on the part of the Lessor or Lessee, except as to those provisions and obligations that survive termination.

4.
Use of Premises

Lessee shall utilize the Leased Premises solely for the purposes of developing, completing, and selling the Project in compliance with the Development Contract, which is incorporated herein by reference, and any additional agreements entered into between the Parties concerning the Project, as applicable. Lessee shall not allow waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all applicable municipal, county, state, and federal regulations or requirements or in any way relating to the construction, use and occupancy of the Leased Premises. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor if made known to Lessee in writing in

advance of adoption, which shall have the same force and effect as the covenants of this Master Lease Agreement. Lessee shall be responsible for making certain that its guests, visitors, patrons, agents, employees, vendors, and contractors observe all such rules and regulations.

Lessee shall not permit or allow the Leased Premises to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, guests, visitors, patrons, agents, employees vendors, or contractors, in any manner whatsoever, ordinary wear and tear excepted.

5.

Access to the Leased Premises

Lessee shall limit access to the Leased Premises to its officers, employees, partners, vendors, service providers, contractors, subcontractors, potential purchasers, and other associates. Lessee shall provide security adequate to prevent unauthorized access of the Leased Premises.

6.

Condition of the Leased Premises

Lessee accepts the Leased Premises in its condition "as is" and as suited for the Project. Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of Lessor prior to or at the execution of this Master Lease Agreement, that are not herein expressed. Lessee agrees that it will take good care of the Leased Premises, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear and any damage or impact due to the construction of the Project excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises that may require the immediate attention of Lessor.

7.

Utilities; Security Services

7.1 Utilities. Except as otherwise agreed upon by Lessor and Lessee, Lessee shall contract and pay for all utility services necessary, including but not limited to, electricity, water, sewer, gas, fuel, and garbage/sanitation, for its operations and Project completion on the Leased Premises and assume any and all operating costs associated therewith. Upon the transfer of each cottage home unit, whether via sale or rent, all utilities shall concurrently be transferred to the applicable eligible purchaser or renter and neither Lessee nor Lessor shall have any further responsibility therefor.

7.2 Security Services. Lessee shall provide, at Lessee's sole expense, security staff and security system(s) sufficient for the physical security of the Leased Premises until the sale or rental of the last remaining cottage home unit constructed for the Project, and the concurrent transfer of any and all common property located on the Leased Premises to the homeowner's association created to hold, maintain, and manage such common property on behalf of all owners of the cottage home units.

8.

Liability; Insurance; Bonds

8.1 Liability. Lessee shall be responsible from the Effective Date for third party liability of any kind resulting from its occupancy, construction, or other work undertaken by Lessee or on Lessee's behalf on the Leased Premises. The Lessee agrees to indemnify and hold harmless Lessor, its Commissioners, officers, agents and employees, from and against any claim or liability of any nature, including but not limited to injury to person or property on or about the Leased Premises, caused solely by the activity of the Lessee and or Lessee's contractors. Lessee shall be responsible for obtaining insurance for its personal property and all construction work undertaken and/or completed on the Leased Premises.

8.2 Nonliability of Lessor. Lessor shall not be liable for any damage to, or loss of, Lessee's property or loss of use of Lessee's property through theft or otherwise, or damage done or occasioned by or from water, snow or ice, vegetation or pests, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property. Nothing herein shall be considered as a waiver of Lessor's sovereign immunity or the waiver of any immunity of Lessor's officials, employees or agents.

8.3 Insurance. Lessee agrees to obtain and maintain in full force and effect without interruption during the entire term of this Master Lease Agreement, all of the insurance required as specified in Exhibit C, Insurance and Risk Management Forms, attached hereto, in addition to all insurance required by this Section 8, with Lessor as an additional insured, and shall furnish Lessor a Certificate of Insurance showing the required coverage, all at no cost to Lessor. The cancellation of any policy of insurance required by this Master Lease Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code. Prior to any change or expiration of required insurance, Lessee shall furnish Lessor the new Certificate of Insurance showing the new required coverage. Policies shall protect the Lessor and Lessee on a primary basis from any and all Claims arising out of or in connection with the Lessee activities and/or operations in connection with the use, development, construction, and sale of said Leased Premises.

Lessee insurance shall apply as Primary Insurance before any other insurance or self-insurance, including deductibles, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Failure to maintain any required insurance coverage shall constitute an event of default by Lessee under this Master Lease Agreement.

Notwithstanding anything in this Master Lease Agreement to the contrary, Lessee agrees that Lessor may self-fund any and all insurance required of Lessor under this Master Lease Agreement.

8.4 Builder's Risk Insurance. Lessee shall, or cause its contractors to, also maintain and provide a Builder's Risk Insurance Policy to be made payable to Lessor and in an amount equal to the full replacement cost of the Project. It shall be "All Risk" completed value insurance coverage on all completed work and work in progress to the full replacement value thereof, and Lessor shall be included as an additional named insured. Coverage shall continue until the construction of the Project is completed and accepted as such in writing by Lessor.

8.5 Fire and Hazard Insurance. Lessee shall also maintain a fire and all risks hazard insurance coverage upon the improvements on the Leased Premises, such insurance to be in an amount not less than the full replacement cost of the improvements, exclusive of excavations and foundations. Lessor shall be an additional insured on such policy as its interests may appear. Such insurance shall be primary insurance and shall pay all claims to its limits of liability before any payments are to be made by the State of Georgia Operational Hazard Reserve or Tort Claims Funds. In the event of any damage or loss, Lessee shall notify Lessor immediately.

8.6 Bonds. Lessee shall be required to obtain and keep in force at all times performance and payment bonds as further described in Article 42 of the Development Contract.

9.
No Assignment or Subletting

Lessee may not assign, transfer or sublease this Master Lease Agreement without the prior written consent of Lessor.

10.
Termination for Cause; Termination for Convenience

10.1 Default. The following events shall be deemed to be events of default by Lessee under this Master Lease Agreement:

- (i) a receiver or trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee;
- (ii) Lessee shall abandon or vacate all or any portion of the Leased Premises or fail to take possession thereof as provided in this Master Lease Agreement;
- (iii) Lessee shall fail to implement and complete the Project according to the Development Contract; or
- (iv) Lessee shall do, or permit to be done, anything which creates a lien upon the Leased Premises which lien is not removed by payment or bond within thirty (30) business days after Lessee receives notice thereof.

10.2 Upon the occurrence of any of the aforesaid events of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice of demand whatsoever: terminate this Master Lease Agreement, in which event Lessee shall immediately surrender the Leased Premises and any remainder of the \$1,500,000.00 in ARPA funds provided by Lessor [Fulton County] pursuant to the Development Contract to Lessee and, if Lessee fails to do so, Lessor may without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages, as permitted by Georgia law, therefore, except as provided in this Section 10.

10.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any other remedy hereunder or of any damages accruing to

Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Master Lease Agreement following default by Lessee or the deficiency arising by reason of any re-letting of the Leased Premises by Lessor as above provided, allowance shall be made for expense of repossession.

10.4 Termination for Convenience. Notwithstanding the provisions of this Section 10 of this Master Lease Agreement concerning default, or anything else contained in this Master Lease Agreement, Lessor may terminate this Master Lease Agreement without cause at any time, for the convenience of the Lessor, upon the giving of sixty (60) days written notice to Lessee. Lessee may terminate this Master Lease Agreement with or without cause at any time, upon the giving of one hundred twenty (120) days written notice to Lessor. Upon any such termination by Lessor or Lessee, any improvements theretofore made, structures constructed upon, or additions to the Leased Premises by Lessee pursuant to the Development Contract and/or related to the Project shall remain as a part of the Leased Premises and become the property of Lessor along with Lessee returning all unspent ARPA grant funds to Lessor as set forth in this Section 10.

11. **Termination Upon Sale of Cottage Home Units**

Unless sooner terminated according to the provisions of Section 10 above, the provisions of this Master Lease Agreement shall automatically terminate as to, and cease to apply to, each portion of the Leased Premises underlying each cottage home unit (with such portions of the Leased Premises substantially as depicted in Exhibit D, Phase I Plan, attached hereto, and which may be modified by Lessee with Lessor's approval) upon the sale or rental of such cottage home unit, in accordance with the Development Contract and Exhibit E, Sale of Units, of this Master Lease Agreement. Upon the sale or rental of the last remaining cottage home unit constructed for the Project, and the concurrent transfer of any and all common property located on the Leased Premises to the homeowner's association created to hold, maintain, and manage such common property on behalf of all owners of the cottage home units, this Master Lease Agreement shall be automatically terminated in full and be of no further force and effect. For the avoidance of doubt, at the expiration or earlier termination of this Master Lease Agreement, any portion of the Lease Premises not then sold to a homebuyer or transferred to a homeowner's association shall remain the property of Lessor.

Upon the sale of each portion of the Leased Premises underlying each cottage home unit, as well as the sale of the last remaining cottage home unit and transfer of any and all common property located on the Leased Premises to the applicable homeowner's association, the Leased Premises and all improvements located thereon shall henceforward constitute and belong to and be the absolute property of the owners and homeowner's association, respectively, without further act or conveyance by Lessee, and without liability to make compensation to Lessee or to anyone whatsoever, and free and discharged from all and every lien, encumbrance and charge of any character created or attempted to be created by Lessee at any time.

In the event that ownership of any portion of the Lease Premises is not transferred to a new owner or the applicable homeowner's association, such portion of the Leased Premises shall

remain in Lessor's ownership. This provision shall survive the expiration or earlier termination of this Master Lease Agreement.

Concurrent with the sale of each cottage home unit, Eligible Homebuyer(s) (as defined in Exhibit E) will complete any required pre-purchase counseling, as evidenced by a certificate from a HUD-certified Housing Counseling Agency and execute a Second Mortgage Loan Security Deed in substantially the form attached hereto as Exhibit F, attached hereto, which may be modified by Lessor in its sole discretion.

12.

Removal of Effects upon Termination

If Lessee has not removed all of its effects from the Leased Premises at the end of, or at any termination of this Master Lease Agreement, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessee for loss thereof, and request that Lessee reimburse Lessor for all expenses incurred in such removal and also storage of said effects.

13.

Quiet Enjoyment

Lessee, upon performing and observing all term covenants and conditions of this Master Lease Agreement on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the term of the Master Lease Agreement, as same may be renewed or extended, subject, nevertheless to the terms of this Master Lease Agreement.

14.

Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state, local, and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the Project as called for under this Master Lease Agreement.

15.

Condemnation

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Master Lease Agreement shall cease from the time when possession thereof is taken by public authority. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damages from the condemnor caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Master Lease Agreement as herein provided.

16.
Leasehold Interest

This Master Lease Agreement shall create a ground lease between the Parties, with Lessee having the right to occupy and use the Leased Premises subject to the terms and conditions described herein and in the Development Contract.

17.
Holding Over

If Lessee remains in possession after expiration or termination of the Master Lease Agreement, without any distinct written agreement by Lessor, Lessee shall be a tenant at sufferance and shall be bound to and shall abide by all of the terms set forth in this Master Lease Agreement, including but not limited to the insurance provisions set forth herein. There shall be no automatic renewal of this Master Lease Agreement by operation of law after the expiration or termination of the Master Lease Agreement.

18.
Alterations and Improvements

Lessee shall make only those alterations in, improvements or additions to the Leased Premises in compliance with their approved permitted plans as necessary for the completion of the Project and in compliance with the Development Agreement and any additional agreements entered into between the Parties concerning the Project. Lessee shall not make any alterations in, improvements or additions to the Leased Premises outside the scope of the Project without first obtaining the prior written consent of the Director of the Fulton County Department of Community Development, which consent shall not be unreasonably withheld, conditioned or delayed. All erections, additions, fixtures and improvements, if permanent in character made in or upon the Leased Premises either by Lessee or Lessor, shall remain upon the Leased Premises at the end or termination of the Master Lease Agreement, by lapse of time or otherwise, without compensation to Lessee.

19.
Solicitation of Agreement

Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has employed or retained any company or person to act as a real estate broker in the soliciting or securing of this Master Lease Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Master Lease Agreement.

20.
Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid to the following addresses:

To Lessor:

Department of Community Development
137 Peachtree Street, SW, 1st Floor
Atlanta, Georgia 30303
(404) 612-7378
Attention: Stanley Wilson
stanley.wilson@fultoncountyga.gov

To Lessee:

MicroLife Institute, Inc.
Executive Director, Founder and C.E.O.
1182 Vaughan Street
Clarkston, Georgia 30021
Attention: William Johnston
404-502-2195
will@microlifeinstitute.org

with copies to:

Office of the County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303
(404) 612-4000

Office of the County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, GA 30303
(404) 612-0246

21.
Entire Agreement

This Master Lease Agreement contains the entire and integrated agreement of the Parties regarding the lease of the Leased Premises and may be amended only by written instrument which is approved by both Parties to this Master Lease Agreement. No representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

22.
Authority

Lessor and Lessee represent that each party is fully authorized and empowered to enter into this Master Lease Agreement, and that, if required and as necessary, any resolution, motion or similar action has been duly adopted or passed as an official act of Lessee's governing body both authorizing the execution of this Master Lease Agreement by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph 20 herein to act in connection with the understandings and assurances contained in this Master Lease Agreement and to provide information from time to time as may be required or requested by Lessor.

23.
Conditions as to Effect of Agreement

The Parties agree that this Master Lease Agreement shall not become binding on Lessor, and Lessor shall incur no liability upon the same, until such Master Lease Agreement has been executed by the Chairman of the Fulton Board of Commissioners, officially sealed by the Clerk to

the Commission, approved as to form by the County Attorney or his/her designee and delivered to Lessee.

24.

Environmental Compliance; Hazardous Substances

Lessee warrants and agrees that, during the term of the Master Lease Agreement and at its expense, Lessee shall comply with all laws and regulations (collectively, "Environmental Laws") relating to:

- (a) the environment, human health, or natural resources;
- (b) regulating, controlling, or imposing liability or standards of conduct concerning any hazardous materials;
- (c) relating to the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials or the remediation of an environmental condition necessary to comply with any Environmental Laws ("Remedial Action"); and
- (d) requiring notification or disclosure of the existence of any environmental conditions or hazardous materials on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

Such compliance shall include Lessee's obligation to take Remedial Action when required by any Environmental Law and to pay all fines, penalties, interest, or other costs imposed by any governmental authorities in connection with any violation or requirement of any Environmental Law.

Lessee agrees that Lessee, its agents, servants, employees, licenses and contractors shall not use, manufacture, store or dispose of any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances (collectively "Hazardous Materials") on under or above the Leased Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products (aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Leased Premises for construction purposes.

For purposes of this Master Lease Agreement, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the "EPA") or the Georgia Department of Natural Resources, Environmental Protection Division or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, and oil and petroleum constituents, or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.

LESSOR:

FULTON COUNTY, GEORGIA,
a political subdivision of the State of Georgia

ATTEST:

Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

LESSEE:

MICROLIFE INSTITUTE, INC.

By: _____

Attest: _____

Exhibit A

The Leased Premises

All that tract or parcel of land lying and being in Land Lot 100 of the 9th F District of Fulton County, Georgia, containing 83,420 SQ. FT., 1.915 acres, more or less, all as more particularly shown and delineated on that certain plat of survey for Stanley Wilson & Tim Dimond, dated June 4, 2024, by Dekalb Surveys Inc., Jonathan M. Coe, GA Registered Land Surveyor No. 3354, said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

COMMENCING at the intersection of Stonewall Tell Road (50' R/W) and Cochran Road (20' R/W per Plat book 366 Pg. 71, Fulton County records), running thence 203.38 FEET southwesterly along the southern R/W of Cochran Road to an iron pin set (#4 rebar with cap #1086), being the TRUE POINT OF BEGINNING and commencing the following courses and distances:

SOUTH 03 DEGREES 16 MINUTES 11 SECONDS WEST A DISTANCE OF 181.63 FEET TO AN IRON PIN FOUND (#4 REBAR WITH CAP #2756),

THENCE NORTH 69 DEGREES 49 MINUTES 59 SECONDS WEST A DISTANCE OF 486.01 FEET TO AN IRON PIN SET (#4 REBAR WITH CAP #1086),

THENCE NORTH 14 DEGREES 29 MINUTES 57 SECONDS EAST A DISTANCE OF 183.77 FEET TO AN IRON PIN FOUND (#4 REBAR),

THENCE SOUTH 67 DEGREES 59 MINUTES 54 SECONDS EAST A DISTANCE OF 422.63 FEET TO A POINT,

THENCE FOLLOWING THE CURVATURE OF COCHRAN ROAD ALONG THE ARC OF A CURVE TO THE LEFT, AND ARC DISTANCE OF 29.37 FEET, SAID ARC HAVING A RADIUS OF 121.01 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 78 DEGREES 34 MINUTES 38 SECONDS EAST A DISTANCE OF 29.30 FEET TO THE POINT OF BEGINNING.



Exhibit B

Development Contract

[See attached]

DRAFT

Exhibit C

Insurance and Risk Management Forms

DRAFT

Exhibit D

Phase I Plan



PROPOSED SITE PLAN - 1st PHASE
4807 COCHRAN RD
 UNION CITY, GA 30349
 18 UNIT DETACHED COTTAGE RESIDENTIAL UNITS
 PIN: 09F220201001160, ZONE: C, AREA: 1.97 ACRES

PROPERTY OWNER:
 NR DEED LLC
 4355 COBB PKWY #J505
 ATLANTA, GA 30339

APPLICANT:
 MICROLIFE INSTITUTE
 C/O FULTON COUNTY

DATE: 02.05.25
VERSION: 01

Exhibit E

Sale of Units

All cottage home units shall be sold and fee simple title conveyed to income Eligible Homebuyers (as defined below) within nine (9) months of construction completion, defined as the date the certificate of use and occupancy is received for each unit. Notwithstanding the above, all new units shall be sold and fee simple title conveyed to income eligible homebuyers, and any and all common property located on the Leased Premises shall be transferred to the homeowner's association created to hold, maintain, and manage such common property on behalf of all owners of the cottage home units, no later than by December 19, 2028.

In accordance with the provisions at 24 CFR § 92.254(a)(3), if there is no ratified sales contract with an Eligible Homebuyer(s) for any cottage home unit(s) within nine (9) months of the date of completion of construction, such cottage home unit(s) must be rented to an eligible tenant in accordance with 24 CFR § 92.252.

Eligibility Income Limits

The cottage home units must be sold to Fulton County residents qualifying as low-income families in accordance with 24 CFR § 92.2, with a preference for qualifying residents earning no more than 60% of the area median income ("Eligible Homebuyers"). The income limits for homebuyer projects are updated annually by the U.S. Department of Housing and Urban Development ("HUD"), and Lessee is to use the most recently published annual income limits when qualifying a buyer.

Income must be determined using the Part 5, Subpart F method found at 24 CFR § 5.609. The sale to the Eligible Homebuyer must occur within six (6) months of completion of the income determination. Lessee will be required to provide Lessor with income information on the proposed homebuyers prior to finalizing purchase contracts in order for Lessor to confirm their income eligibility. Once homebuyers are determined to be income eligible, Lessee will inform Lessor that it can finalize purchase contracts.

Exhibit F

Form of
Second Mortgage Loan Security Deed

[See following page]

DRAFT



RECORD AND RETURN TO:
 Attn: HOME / ARPA Community Development Specialist
 Fulton County Government
 137 Peachtree Street Suite 300
 Dept. of Community Development
 Atlanta, GA 30303

STATE OF GEORGIA

COUNTY OF FULTON

**FULTON COUNTY COTTAGE HOME PROGRAM
 SECOND MORTGAGE LOAN
 SECURITY DEED**

This Security Deed (hereinafter referred to as the “Deed”) made on or as of _____, between _____, (hereinafter called, and if more than one party, jointly and severally called “Grantor”), residing at _____ in the County of Fulton and the State of Georgia, and FULTON COUNTY, a political subdivision in the State of Georgia, (hereinafter called “Grantee”), whose address is 137 Peachtree Street, Suite 300, Atlanta, GA 30303.

WITNESSETH:

Grantor, for and in consideration of the loan evidenced by the promissory note hereinafter referred to and for other valuable considerations, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee the following described property:

ALL those tracts or parcels of land with the buildings and improvements thereon situated, lying and being in Land Lot _____ of the _____ District, Section _____ of Fulton County, Georgia, as more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof by reference.

TOGETHER with all right, title and interest of the Grantor in and to all streets, roads and public places, opened or proposed, in front of and adjoining the said premises, and all easements and rights of way, public or private now or hereafter used in connection with said premises;

TOGETHER with all buildings, structures and other improvements now or hereafter located on the above-described real property, or any part of parcel thereof;

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining;

TOGETHER with all machinery, apparatus, equipment, fittings and fixtures now or hereafter erected or placed in or upon said real property or any improvements thereon now or hereafter attached to or used in connection with said real property and all replacements thereof, whether or not the same have or would become part of said real property by attachment thereto;

TOGETHER with all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of said premises or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets, which awards are hereby assigned to the Grantee and the Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee may require for such purposes and will reimburse the Grantee for its costs (including reasonable attorneys’ fees) in the collection of such awards.

TO HAVE AND TO HOLD the said bargained property (all of which is collectively referred to herein as the “Property”) unto Grantee forever in FEE SIMPLE subject only to the first lien for loan granted by one hereinafter termed Lender. This Deed is intended to secure the payment of a debt in the sum of _____, as evidenced by one certain promissory note of even date herewith, executed and delivered by Grantor to Grantee (the “Note”) which has a final maturity on or before _____, and all other sums payable to Grantee under the Note and hereunder together with all renewals, extensions and modifications of the Note or the debt evidenced thereby.

If conditions of the note are met, the principal balance will be reduced by 6.67% each year, on the anniversary of the loan closing, beginning at the end of the 2nd year and ending on the 16th year anniversary of the day of closing after the settlement meeting when all documents are signed, and all closing fees and escrow payments are paid and properly distributed for the duration of the loan. If there is an occurrence of default, Grantor agrees to repay an amount equal to the net proceeds of the Fulton County HOME/ARPA loan. Net proceeds mean: the sales price minus the first loan repayment, standard real estate commissions, if any, real estate taxes and closing costs.

Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant, sell, and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Grantor warrants the title to the Property generally and will defend the title against all claims and demands, subject to encumbrances of record.

GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE AS FOLLOWS:

1. Payment. Grantor will pay when due all sums secured hereby.
2. Prior Security Interests; Charges; and liens. Grantor shall perform all of Grantor's obligations under any security deed, mortgage, deed of trust, or other security instrument which conveys an interest in or creates a lien on the Property which has priority over that conveyed by this Deed. Such obligations shall include Grantor's covenants to make payments when due. Grantor shall immediately pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed.
3. Hazard Insurance. Grantor shall keep the buildings and improvements now existing or hereafter erected on the Property and all personal property covered by this Deed insured against loss and damage by fire, by hazards included within the term "extended coverage", and by such other hazards as Grantee may require and, in such amounts, and for such periods as Grantee may require, but in no event less than the amount of the Note.

The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Grantee, provided that such approval shall not be unreasonably withheld. Such insurance carrier shall be licensed and authorized to do business in the State of Georgia. All insurance policies and renewals thereof shall be in a form satisfactory to Grantee. Grantee shall have the right to hold the policies and renewals thereof, subject to the terms of any security deed or other instrument which has priority over this Deed.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and to Grantee. Grantee may make proof of loss if not made promptly by Grantor.

If the Property is abandoned by Grantor, or if Grantor fails to respond to Grantee within thirty (30) days from the date notice is mailed by Grantee to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Grantee is authorized to collect and apply the insurance proceeds at Grantee's option either to restoration or repair of the Property or to the sums secured by this Deed.

4. Grantor Not to Permit Destruction or Abandonment. Grantor will not cause or permit any building or improvements upon the property to be removed, demolished, destroyed, damage, impair, allow the unit to deteriorate, commit waste or structurally altered, in whole or in part, or any fixture or article of personal property covered by this Deed to be removed or destroyed, without the prior written consent of Grantee, unless such fixtures and articles of personal property are replaced by fixtures or personal property of like kind and quality. Grantor will not abandon the Property or cause or permit any waste to the buildings, improvements, fixtures or articles of personal property covered by this Deed and will at all times maintain them in a reasonably good condition, and will comply, and cause all occupants of said Property to comply, with all laws and ordinances relating to the maintenance or use of the Property issued by any governmental department. The borrower shall occupy, establish and use the property as its principal residence.

5. Protection of Grantor's Security. Grantor will, before the same become delinquent, pay or cause to be paid all taxes, assessments, water and sewer rents, excises, levies, license fees and other charges which may be assessed or become liens on the Property and the articles of personal property covered by this Deed. Grantor will exhibit to Grantee within ten (10) days after demand receipted bills or satisfactory proofs of such payments. If Grantor fails to make such payments or fails to perform the covenants and agreements contained in this Deed, or if any action or processing is commenced which materially affects Grantee's interest in the Property, then Grantee, at Grantee's option, upon notice to Grantor, may make such appearances, disburse such funds, including reasonable attorney's fees, and take such action as is necessary to protect Grantee's interest.

Any amounts disbursed pursuant to this paragraph 5 shall become additional indebtedness of Grantor secured by this Deed. Unless Grantor and Grantee agree to other terms of payment, such amounts shall be payable upon notice from

Grantee to Grantor requesting payment thereof. Nothing contained in this paragraph 5 shall require Grantee to incur any expense or take any action hereunder.

6. Inspection. Grantee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Grantee shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Grantee's interest in the Property.

7. Recipient Not Released. Modification of amortization of sums secured by this Deed granted by Grantee to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor and Grantor's successors in interest. Grantee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed by reason of any demand made by the original Grantor and Grantor's successors in interest.

8. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Grantor and Grantee. All covenants and agreements of Grantor shall be joint and several. Any Grantor who co-signs this Deed, but does not execute the Note, (a) is co-signing this Property to Grantee under the terms of this Deed, (b) is not personally liable on the Note or under this Deed, and (c) agrees that Grantee and any other Grantor hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Deed or the Note without that Grantor's consent and without releasing that Grantor or modifying this Deed as to that Grantor's interest in the Property.

9. Notices. Notices, demands, or requests made hereunder shall be made in writing by postage prepaid, United States certified or registered mail, return receipt requested to Grantor or Grantee, as the case may be, at the address first set forth herein, or at such other addresses as may be designated by notice given in the aforesaid manner.

10. Governing Law; Severability. This instrument is a deed conveying title to the premises, and not a mortgage creating a lien only, and is made under the provisions of the existing laws of the State of Georgia and County of Fulton relating to deeds to secure debt and is intended to constitute a security agreement under the Uniform Commercial Code of Georgia. This instrument shall be construed in accordance with the laws of the State of Georgia. In the event that any provision or clause of this Deed or Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed or the Note which can be given effect without the conflicting provisions, and, to this end, the provisions of this Deed and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

11. Grantor's Copy. Grantor shall be furnished a conformed copy of the Note and of this Deed at the time of execution.

12. Declaration of Land Use Restrictive Covenants. Grantor shall fulfill all of the following obligations as Declaration of Land Use Restrictive Covenants:

The Grantor agrees and covenants with Grantee that throughout the term of the Loan, and the entire affordability period (as defined further) the Grantor will not do any of the below. The Affordably Period is based on the amount of funds provided in this document, begins on the entering of data into HUD's reporting system, and assists Fulton County in preserving affordable housing in our communities. The Affordability Period shall be fifteen (15) years from _____, _____.

In order to satisfy the requirements of the HOME/ARPA Programs, during the Affordability Period, Grantor will not:

- (i) Rent, or contract to rent, lease/sublease, sell or abandon the Property, or any part thereof, whether voluntarily or involuntarily, to any individual or individuals; or
- (ii) Use the Property as an investment property; or
- (iii) Use the Property as a recreational home or "second" home; or
- (iv) Change the use of the Property, or any part thereof, to a use other than for single-family occupancy.

In the event that the Property is sold or transferred before the term of the Fulton County HOME/ARPA loan expires, Grantor further agrees to repay an amount equal to the net proceeds of the Fulton County HOME/ARPA loan. Net proceeds means: the sales price minus the first loan repayment, standard real estate commissions, if any, real estate taxes and closing costs. If a transfer of the Property is made to a lineal heir(s), upon the death of the borrower, the said lineal heir(s) is not typically eligible for assistance under the Fulton County Cottage Home Program and the

said lineal heir must repay the loan in full or pay the amount remaining after satisfaction of the first mortgage and closing costs; if the lender permits the lineal heir to assume the first mortgage, and the lineal heir is HOME income-eligible, then the County's loan agreement should permit the lineal heir to also assume the HOME/ARPA loan if he/she agrees to occupy the Property as their principal residence and other deed restrictive covenant items for the entire Affordability Period and there are no net sale proceeds; if a lineal heir inherits the Property and immediately sells it, he/she must repay the net sales proceeds up to the amount of the remaining balance of the HOME/ARPA loan and if the lender permits the lineal heir to assume the first mortgage, and the lineal heir is over-income for HOME assistance, the lineal heir must repay the remaining balance of the HOME/ARPA loan.

The Grantor agrees that, as a condition of receiving the Fulton County's Cottage Home Assistance Loan, the Grantor may be required to participate in post-occupancy counseling to be provided through a housing counseling agency designated by Grantee. If Grantor does not participate in the post-occupancy counseling process, the Fulton County HOME/ARPA loan will be converted to a loan payable as a second mortgage.

13. Prior Deed to Secure Debt. Except as hereinafter provided, this Deed shall commence on the date Lender and Grantee accept delivery from Grantor of the loan documents evidencing and securing the Lender Loan of the first Deed to Secure Debt and the Fulton County HOME/ARPA loan.

This Deed shall terminate and be of no further force or effect upon the last to occur of one of the following events:

- (i) The first day of the ____rd month following the month in which the Fulton County HOME/ARPA loan is dated;
- (ii) Foreclosure, or transfer in lieu of foreclosure, on the Property;
- (iii) Sale or transfer of the Property and satisfaction of the Fulton County HOME/ARPA loan.

If Grantee, on the basis of any information obtained, reasonably determines that Grantee's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Deed, or if any information required hereunder is not timely submitted, Grantee may declare all of the sums secured by this Deed to be immediately due and payable. If Grantee exercises such option to accelerate, Grantee shall mail Grantor notice of acceleration in accordance with paragraph 9 hereof. Such notice shall provide a period of not less than thirty (30) days from the date this notice is mailed or delivered within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Grantee may, without further notice or demand on Grantor, evoke any remedies permitted by paragraph 15 hereof.

14. Acceleration; Remedies. Except as provided in paragraph 13 hereof, upon an Event of Default (as defined below) which is not cured within ten (10) days after written notice to Grantor thereof as provided below, Grantee, at Grantee's option, may declare all of the sums secured by this Deed to be immediately due and payable without further demand and may exercise the right of non-judicial foreclosure granted hereunder. Upon occurrence of an Event of Default and failure to cure, Grantor shall, on demand, surrender possession of the Property to Grantee and hereby consents that, at any time after such demand, Grantee may enter upon the Property.

15. Events of Default. "Event of Default" as used herein shall include: (a) the breach of any covenant under this Deed and (b) any default under the Note secured hereby. Prior to exercising the remedies provided in paragraph 14 above, Grantee shall give notice to Grantor as provided in paragraph 9 hereof specifying: (a) the event of default; (b) the action required to cure such Event of Default; (c) the date, not less than ten (10) days from the date the notice is mailed to Grantor, by which such breach must be cured; and (d) that failure to cure such Event of Default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed, foreclosure by non-judicial process, and sale of the Property. If any action or proceeding be commenced by or against Grantee affecting the Note, the debt secured hereby, or the validity or priority of this Deed, or if the Property is offered for sale by virtue of the exercise of the powers herein granted, Grantee may appear, defend, prosecute, retain counsel and take such action as Grantee shall deem advisable, and the costs thereof (including attorneys' fees and applicable statutory costs, allowances and disbursements) together with interest thereon at a rate of fifteen percent (15%) per annum, shall be paid by Grantor to Grantee on demand and shall be secured by this Deed.

Transfer of the Property shall constitute an Event of Default.

16. Subrogation. Grantee shall be subrogated to any encumbrance, lien, claim or demand (including all the rights therein and securities for the payment thereof) paid or discharged with proceeds of the indebtedness secured hereby, or by Grantee under the provisions hereof.

17. Right of Non-Judicial Foreclosure. Upon maturity of the debt secured hereby, whether by acceleration or otherwise, Grantee may sell the Property at auction at the usual place for conducting sales at the Fulton County Courthouse,

to the highest bidder for cash, after advertising the date, terms and place of such sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days intervening between the date of publication of the first advertisement and the date of sale) in the newspaper in which the Sheriff's advertisements for Fulton County are then being published, all other notice being hereby waived by Grantor. Such notice to Grantor is not intended to extend any notice and curing period otherwise provided herein but is only notice of the exercise of the remedy herein provided for after such notice and curing periods have expired. Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale. Grantee may thereupon execute and deliver to the purchaser at such sale a conveyance of the Property in fee simple, which conveyance shall contain recitals as to the Event of Default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the true and lawful attorney-in-fact of Grantor to make such recitals, sale and conveyance, and all of the acts of Grantee as such attorney-in-fact are hereby ratified and confirmed. Grantor agrees that such recital shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee shall divest Grantor of all right, title, interest, equity and right of redemption, including any statutory redemption, in and to the Property. Grantee shall collect the proceeds of such sale, and after reserving there from the entire debt secured by this instrument (including attorneys' fees as provided herein) and by any prior liens, together with all costs and expenses of such sale, shall pay any surplus to Grantor, all as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are in addition to any and all other remedies which Grantee may have hereunder, at law or in equity.

18. Forbearance by Grantee Not a Waiver. No failure of Grantee to require strict performance at any time of any of any of the terms of the covenants of this Deed, nor failure of Grantee to exercise the option herein granted to accelerate the maturity of the debt secured hereby, nor any forbearance by Grantee before or after the exercise the option herein granted to accelerate the maturity of the debt secured hereby, nor any forbearance by Grantee before or after the exercise of such option, nor any withdrawal or abandonment by Grantee of any exercise of the power, of sale herein granted or any of its rights under such power, shall be construed as a waiver or any option, power, or right of Grantee hereunder. The rights and remedies of Grantee, expressed or contained in this Deed, are cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy Grantee may now or hereafter have in law or equity. The covenants of this Deed shall run with the land and bind Grantor, the assigns, distributes, legal representatives, successors and heirs of Grantor, and all the Property shall inure to the benefit of Grantee, the successors and assigns of Grantee and all subsequent holders of this Deed.

19. Definitions. Whenever and wherever herein the singular number is used, it shall include the plural and vice versa as the context may require and the pronouns "he" or "it" referring to Grantor will also include "he", "she", "they", or "it", as the context requires, and if there shall be more than one person herein before described as Grantor, the promises and covenants herein made and contained shall be deemed to be made by said persons jointly and severally, and each shall be jointly and severally liable thereon. The terms "Grantor" and "Grantee" shall include the named Grantor and the named Grantee and their respective heirs, legal representatives, successors and assigns.

20. Entire Agreement. This agreement represents the entire agreement between the parties and no alteration or amendment thereof shall be effective unless in writing and signed by the parties sought to be charged or bound thereby, and each and every portion of this Deed shall apply to and bind the respective distributes, legal representatives, successors and assigns of the parties hereto.

21. Liens. In the event a lien is filed against the Property, Grantor agrees to remove the same by payment, bonding or other appropriate measure in order to release the lien thereof from the secured premises and upon failure so to do within thirty (30) days after notice by Grantee, the same shall constitute an Event of Default hereunder giving to Grantee the right to declare the obligations secured by this Deed immediately due and payable and thereafter to avail itself of all rights hereunder to collect the same, including the right of foreclosure.

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

GRANTOR: _____

Signed, sealed, and delivered

Unofficial Witness

Notary Public