

**Commercial Note
Tennessee**

Borrower: Jackson Community Redevelopment Agency

Date: March __, 2020

Borrower's Address: 111 East Main Street, Suite 201, Jackson, Tennessee 38301

Loan Amount: Seventeen Million Fifty-Six Thousand Five Hundred Twenty Five and No/100 Dollars (\$17,056,525.00)

Account Number:

Note Number:

Officer: Jean M. Morton

For value received, the borrower(s) named above (whether one or more "Borrower"), jointly and severally promise to pay to the order of Truist Bank, a North Carolina banking corporation ("Truist") at any of its offices, or at such place as Truist may in writing designate, without offset in U.S. Dollars and in immediately available funds, the Loan Amount shown above, or the total of all amounts advanced under this commercial note and any modifications, renewals, extensions or replacements thereof (this "Note") if less than the full Loan Amount is advanced, plus interest and any other amounts due, upon the terms specified below. As used in this Note, the term "Truist Party" shall mean and include Truist and any current and future subsidiaries and affiliates of Truist and each of their respective successors and assigns.

Note Type

Repayment Terms

**Interest
only Note**

Installments of accrued interest only shall be quarterly commencing on July 1, 2020, and continuing on the same day of each consecutive October, January, April, and July thereafter and a final payment of the outstanding principal amount of this Note plus accrued and unpaid interest and any other amounts owed due and payable on June __, 2027 (the "maturity date").

Additional Terms and Conditions

This Note is governed by additional terms and conditions contained in a Loan Agreement between Borrower and Truist dated March __, 2020 (together with any modifications, renewals, extensions or replacements thereof, the "Agreement"), which is incorporated herein by reference. In the event of a conflict between any term or condition contained in this Note and in the Agreement, such term or condition of the Agreement shall control.

Interest

Interest will accrue on an actual/360 day basis (on the actual number of days elapsed over a year of 360 days). Interest shall accrue from the date of disbursement on the unpaid balance and shall continue to accrue until this Note is paid in full.

Subject to the above, interest per annum payable on this Note (the "Rate") shall be:

Fixed: 3.29% per annum fixed for the term of the loan.

The Rate shall not exceed the maximum rate permitted by applicable law.

Collateral

The collateral for this Note is as follows: that certain Pledge and Security Agreement dated of even date herewith executed by Borrower for the benefit of Truist granting to Truist a first priority security interest in that certain Fund Promissory Note dated of even date herewith in the principal amount of \$17,056,525.00 executed by JCM-MAM Jackson Investment Fund, LLC, a Georgia limited liability company (the "Fund") payable to the order of Borrower which Fund Promissory Note is secured by that certain Fund Pledge Agreement dated of even date herewith executed by the Fund for the benefit of Borrower covering the Fund's ninety-nine and ninety-nine hundredths percent (99.99%) interest in all of the issued and outstanding equity interests of: (i) RGC 15, LLC, a Tennessee limited liability company and (ii) CAHEC Sub-CDE XIX, LLC, a North Carolina limited liability company, and one hundred percent (100%) interest in all of the issued and outstanding equity interest of ST CDE LXXIV, LLC, a Georgia limited liability company.

All of the foregoing security is referred to collectively as the "Collateral". The Collateral is security for the payment of this Note, including any extensions, modifications or renewals. The proceeds of any Collateral may be applied against the Note in such order as Truist deems proper.

Loan Purpose and Updated Financial Information Required

Borrower represents and warrants that the loan evidenced by this Note is being made solely for the purpose of acquiring or carrying on a business, professional or commercial activity or acquiring real or personal property as an investment (other than a personal investment) or for carrying on an investment activity (other than a personal investment activity). Borrower represents, warrants and covenants that no part of the proceeds of the loan evidenced by this Note will be used directly or indirectly (a) to fund or finance any operations, investments or activities in or make any payments to a (1) Person that is, or is owned or controlled by, Persons that are the subject of any Sanctions (as defined below) (each a "Sanctioned Person") or (2) country or territory that is the subject of Sanctions, or is owned or controlled by one or more Sanctioned Person (a "Sanctioned Country"), or in any other manner that would result in a violation of any Sanctions by any Person, or (b) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any laws, rules or regulations of any jurisdiction concerning or

relating to bribery or corruption. Borrower further represents, warrants and covenants that while the loan evidenced by this Note remains outstanding, each Obligor, each subsidiary or affiliate of each Obligor, and their respective directors, officers, employees, or agents will not (a) be or become a Sanctioned Person, (b) allow any of their assets to be located in a Sanctioned Country, or (c) derive any of their operating income from investments in, or transactions with, one or more Sanctioned Person or Sanctioned Country. As used herein, "Sanctions" means any trade, economic or financial sanctions administered or enforced by the Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the EU, Her Majesty's Treasury or other relevant sanctions authority. As used in this Note, the term "Person" shall mean any individual, partnership, firm, corporation, association, joint venture, limited liability company, trust or other entity, or any governmental authority or governmental agency. As used in this Note the term "Obligor" shall individually and collectively refer to Borrower and any other Person that is primarily or secondarily liable for the payment of the loan evidenced by this Note and any Person that has conveyed or may hereafter convey any security interest or lien to Truist in any real or personal property to secure payment of this Note. Borrower agrees to provide to Truist updated financial information, including, but not limited to, tax returns, current financial statements in form satisfactory to Truist, as well as additional information, reports or schedules (financial or otherwise), all as Truist may from time to time request.

Representations and Warranties

This Note has been duly executed and delivered by Borrower, constitutes Borrower's valid and legally binding obligation and is enforceable in accordance with its terms against Borrower. The execution, delivery and performance of this Note and the consummation of the transaction contemplated will not, with or without the giving of notice or the lapse of time, (a) violate any law applicable to Borrower, (b) violate any judgment, writ, injunction or order of any court or governmental body or officer applicable to Borrower, (c) violate or result in the breach of any material agreement to which Borrower is a party, nor (d) violate Borrower's charter or bylaws, as applicable. No consent, approval, license, permit or other authorization of any third party or any governmental body or officer is required for the valid and lawful execution and delivery of this Note. If Borrower is required to deliver to Truist a Beneficial Ownership Certification pursuant to the requirements of the Beneficial Ownership Rule (31 C.F.R. § 1010.230), Borrower represents and warrants that the information included in such certification is true and correct in all respects. As of the date of this Note, Borrower represents that neither Borrower nor the Collateral is subject to any material claim, dispute or litigation that has not been previously disclosed to Truist in writing.

Default, Acceleration and Setoff

This section is not applicable to notes payable on demand.

An "event of default" shall occur hereunder upon the occurrence of any one or more of the following events or conditions:

- (a) the failure by any Obligor to pay, whether by acceleration or otherwise, (i) any interest or fees owed under this Note when due and such failure shall continue unremedied for a period of five (5) days thereafter or (ii) any principal amount owed under this Note when due;
- (b) (i) the occurrence of any event of default under any other agreement executed in connection with this Note or the failure of any Obligor to perform any covenant, promise or obligation contained in this Note or such other agreement, provided, however that if such failure relates to a covenant other than a negative covenant or a financial covenant under this Note or any agreement executed in connection with this Note, the Obligor shall have thirty (30) days to cure such failure after the earlier of the date (A) the Obligor or any officer or representative of the Obligor becomes aware of such failure or (B) notice of such failure is given to such Obligor by Truist or (ii) the occurrence of any event of default under, or the failure of any Obligor to perform any covenant, promise or obligation contained in, any other agreement to which any Obligor and any Truist Party are parties;
- (c) any representation or warranty of any Obligor contained in this Note or any other agreement with any Truist Party shall prove to be incorrect in any material respect (other than any representation or warranty that is expressly qualified by a material adverse effect or other materiality, in which case such representation or warranty shall prove to be incorrect in any respect);
- (d) the failure of any Obligor to pay when due any principal, interest or other amount due under any indebtedness of such Obligor (after any applicable grace period specified in connection with such indebtedness) to any creditor other than Truist or any event shall occur or condition shall exist under any agreement or instrument relating to such indebtedness, if the effect of such event or condition is to accelerate, or permit the acceleration, of such indebtedness;
- (e) the dissolution, liquidation, merger, consolidation, termination or suspension of usual business of any Obligor;
- (f) the death or declaration of incompetency of any Obligor that is a natural person unless within thirty (30) days after the death or declaration of incompetency of such Obligor, a substitute Obligor acceptable to Truist shall have executed documentation in form and substance acceptable to Truist;
- (g) any person or entity, or any group of related persons or entities, shall, without Truist's prior written consent, have or obtain legal or beneficial ownership of a majority of the outstanding voting securities or rights of any Obligor that is not a natural person, other than any person or entity, or any group of related persons or entities that has such majority ownership as of the date of this Note; or any change in the ownership or control information in Borrower's Beneficial Ownership Certification shall have occurred since the date of this Note;
- (h) any Obligor shall (i) commence a voluntary case or other proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a custodian, trustee, receiver, liquidator or other similar official for such Obligor or any substantial part of such Obligor's property, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this section (h), (iii) apply for or consent to the appointment of a custodian, trustee, receiver, liquidator or other similar official for such Obligor or for a substantial part of such Obligor's assets, (iv) file an answer admitting the material allegations of a petition filed against such Obligor in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take any action for the purpose of effecting any of the foregoing;
- (i) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Obligor or such Obligor's debts, or any substantial part of such Obligor's assets, under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) the appointment of a

- custodian, trustee, receiver, liquidator or other similar official for any Obligor or for a substantial part of such Obligor's assets, and in any such case, such proceeding or petition shall remain undismissed for a period of sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;
- (j) the entry of a judgment, award or order against any Obligor which remains unstayed, unsatisfied or unbonded for thirty (30) days following the issuance of such judgment, award or order, or the issuance or service of any attachment, levy or garnishment against any Obligor or the property of any Obligor or the repossession or seizure of property of any Obligor;
 - (k) the sale or transfer by any Obligor of all or substantially all of such Obligor's assets other than in the ordinary course of business;
 - (l) any provision of any guaranty, security agreement, or other collateral documentation shall, due to any act or failure to act by any Obligor, cease to be valid and binding on, or enforceable against, any Obligor, or any Obligor shall so state in writing, or any Obligor shall terminate or seek to terminate such Obligor's obligations under such agreements;
 - (m) a material adverse change in the financial condition, operations, business, or prospects of any Obligor has occurred since the date of this Note; or
 - (n) An Event of Default shall occur under: (i) that certain Construction Loan Agreement of even date herewith between Truist Bank and Healthy Community Education Partners, Inc. ("HCEP") pursuant to which Truist has agreed to advance a construction loan in the principal amount up to \$5,554,807 to HCEP or (ii) that certain Construction Loan Agreement of even date herewith between Truist Bank and HCEP pursuant to which Truist has agreed to advance a construction loan in the principal amount up to \$9,052,776 to HCEP.

Truist shall not be obligated to fund this Note or make any advance under this Note if at the time such funding or advance is requested there exists (i) an event of default or (ii) an event or condition which with the passage of time or giving of notice or both would result in an event of default. Upon the occurrence of an event of default, Truist shall, at its option, have the remedies provided herein and by any other agreement between Truist and any Obligor or under applicable law, including without limitation, declaring the entire outstanding principal balance, together with all interest thereon and any other amounts due under this Note, to be due and payable immediately without presentment, demand, protest, or notice of any kind, except notice required by law. Upon the occurrence of an event of default under paragraph (h) or (i) above, the entire outstanding principal balance, together with all interest thereon and any other amounts due under this Note, shall automatically become due and payable without presentment, demand, protest, or notice of any kind except notice required by law, and Truist's obligation to make advances under this Note shall automatically terminate without notice or further action by Truist. Upon the occurrence of an event of default, as of the date of such event of default, Truist, at its option, may charge interest on the unpaid balance of this Note at the lesser of (a) the Rate plus 4.00% per annum or (b) the maximum rate allowed by law (the "Default Rate") until paid in full. To the extent permitted by law, upon the occurrence of an event of default, Truist will have the right, in addition to all other remedies provided herein, to set off the amount due under this Note or due under any other obligation of Borrower to Truist against any and all accounts, whether checking or savings or otherwise, credits, money, stocks, bonds or other security or property of any nature whatsoever on deposit with, held by, owed by, or in the possession of any Truist Party to the credit of or for the account of Borrower, without notice or consent of Borrower. In addition to the foregoing, Truist shall not be obligated to fund this Note or make any advance under this Note in the event of material deterioration or impairment of the Collateral or any material decline or depreciation in the value of the Collateral which causes the Collateral to become unsatisfactory as to character or value. The remedies provided in this Note and any other agreement between Truist and any Obligor and by applicable law are cumulative and not exclusive of any other remedies provided by applicable law.

Setoff and Other Remedies Applicable to Notes Payable on Demand

To the extent permitted by law, if payment is not made upon demand, Truist will have the right, in addition to all other remedies permitted by law, to set off the amount due under this Note or due under any other obligation of Borrower to Truist against any and all accounts, whether checking or savings or otherwise, credits, money, stocks, bonds or other security or property of any nature whatsoever on deposit with, held by, owed by, or in the possession of, any Truist Party to the credit of or for the account of Borrower, without notice to or consent by Borrower. If payment is not made upon demand, Borrower shall be deemed to be in default and Truist shall be entitled to interest on the unpaid balance of this Note at the lesser of (a) the Rate plus 4.00% per annum or (b) the maximum rate allowed by law (the "Default Rate") from the time of demand until paid in full. The remedies provided in this Note and any other agreement between Truist and any Obligor and by applicable law are cumulative and not exclusive of any other remedies provided by applicable law.

Late Charges and Other Authorized Fees and Charges

If any portion of a payment is at least ten (10) days past due (or 15 days past due if this transaction is a term note), Borrower agrees to pay a late charge of 5% of the amount which is past due. Unless prohibited by applicable law, Borrower agrees to pay the fee established by Truist from time to time for returned checks if a payment is made on this Note with a check and the check is dishonored for any reason after the second presentment. In addition to any other amounts owed under the terms of this Note, Borrower agrees to pay those fees and charges disclosed in the attached Disbursements and Charges Summary or other form of closing statement which is incorporated in this Note by reference and, as permitted by applicable law, Borrower agrees to pay the following: (a) all expenses, including, without limitation, any and all costs incurred by Truist related to enforcement, all court costs and out-of-pocket collection expenses, and reasonable attorneys' fees actually incurred, whether suit be brought or not, incurred in collecting this Note; (b) all costs incurred in evaluating, preserving or disposing of any Collateral granted as security for the payment of this Note, including the cost of any audits, appraisals, appraisal updates, reappraisals or environmental inspections which Truist from time to time in its sole discretion may deem necessary; (c) any premiums for property insurance purchased on behalf of Borrower or on behalf of the owner(s) of any Collateral pursuant to any security instrument relating to any Collateral; (d) any expenses or costs (including reasonable attorneys' fees) incurred in defending any claim arising out of the execution of this Note or the obligations which it evidences; and (e) any other charges permitted by applicable law. Borrower agrees to pay such amounts on demand or, at Truist's option, such amounts may be added to the unpaid balance of the Note and shall accrue interest at the stated Rate.

Payments

Borrower is directed to make payments at the address indicated on the billing statement provided by Truist, or at such place as Truist may otherwise indicate in writing. Payments may also be made at those Truist branches which accept loan payments, however, Borrower acknowledges that Borrower is not directed to make payments at such branches and that Truist's acceptance of payments at such branches is an accommodation to Borrower which may be revoked at any time in Truist's sole and absolute discretion. All amounts received by Truist shall be applied to expenses, late fees and interest before principal or in any other order as determined by Truist, in its sole discretion, as permitted by law. Payments will be credited as of the date stamped upon receipt, or as of the standard payment processing date for similar payments if a payment is not stamped. Payments received on Saturday will be credited on Truist's next business day. If any payment date falls on a Saturday or Sunday or a legal bank holiday, payment will be due on the next business day. Truist's business days are Monday through Friday, not including legal bank holidays.

Waivers

Borrower and each other Obligor waive presentment, demand, protest, notice of protest and notice of dishonor and waive all exemptions, whether homestead or otherwise, as to the obligations evidenced by this Note and waive any discharge or defenses based on suretyship or impairment of Collateral or of recourse. Borrower waives any rights to require Truist to proceed against any other Obligor or any Collateral before proceeding against Borrower. Borrower further agrees that without notice to any Obligor and without affecting any Obligor's liability, Truist, at any time or times, may grant extensions of the time for payment or other indulgences to any Obligor or permit the renewal or modification of this Note, or permit the substitution, exchange or release of any Collateral for this Note and may add or release any Obligor whether primarily or secondarily liable. Borrower further agrees that Truist may apply all monies made available to it from any part of the proceeds of the disposition of any Collateral or by exercise of the right of setoff either to the obligations under this Note or to any other obligations of any Obligor to Truist, as Truist may elect from time to time.

Waiver of Jury Trial

BORROWER AND TRUIST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR TRUIST ENTERING INTO OR ACCEPTING THIS NOTE. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF TRUIST, NOR TRUIST'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT TRUIST WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

Waiver of Damages other than Direct or Actual

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND TRUIST HEREBY IRREVOCABLY WAIVE (AND IRREVOCABLY AGREE NOT TO ASSERT) ANY CLAIM WHATSOEVER FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) AGAINST EACH OTHER (OR AGAINST EACH OTHER'S RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS OR AGENTS) AT ANY TIME ARISING UNDER OR RELATING TO THIS NOTE, ANY RELATED DOCUMENT, OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN.

Patriot Act Notice

Truist hereby notifies Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), Truist may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Truist to identify the Borrower in accordance with the Act. Further, Truist hereby notifies Borrower that, pursuant to the requirements of the Beneficial Ownership Rule (31 C.F.R. § 1010.230), Truist may be required to obtain, verify and record information contained in a Beneficial Ownership Certification executed by Borrower, which will identify the key individuals who have beneficial ownership or control of Borrower.

Miscellaneous

Any provision of this Note or any agreement executed in connection with this Note which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Note or any such agreement. No amendment, modification, termination or waiver of any provision of this Note or any agreement executed in connection with this Note, nor consent to any departure by Borrower from any term of this Note or any agreement executed in connection with this Note, shall in any event be effective unless it is in writing and signed by an authorized officer of Truist, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. If the Rate is tied to an external index and the index becomes unavailable during the term of this loan, Truist may, in its sole and absolute discretion, designate a substitute index with notice to Borrower. No failure or delay on the part of Truist to exercise any right, power or remedy under this Note or any agreement executed in connection with this Note shall be construed as a waiver of the right to exercise the same or any other right at any time. The captions of the paragraphs of this Note are for convenience only and shall not be deemed to constitute a part hereof or used in construing the intent of the parties. All representations, warranties, covenants and agreements contained herein or made in writing by Borrower in connection herewith shall survive the execution and delivery of this Note and any other agreement, document or writing relating to or arising out of any of the foregoing. All notices or communications given to Borrower pursuant to the terms of this Note shall be in writing and may be given to Borrower at Borrower's address as stated below or at the top of this Note unless Borrower notifies Truist in writing of a different address. Unless otherwise specifically provided herein to the contrary, such written notices and communications shall be delivered by hand or overnight courier service, or mailed by first class mail, postage prepaid, addressed to Borrower at the address referred to herein. Any written notice delivered by hand or by overnight courier service shall be deemed given or received upon receipt. Any written notice delivered by U.S. Mail shall be deemed given or received on the

third (3rd) business day after being deposited in the U.S. Mail. Notwithstanding any provision of this Note or any agreement executed in connection with this Note to the contrary, Borrower and Truist intend that no provision of this Note or any agreement executed in connection with this Note be interpreted, construed, applied, or enforced in a way that will permit or require the payment or collection of interest in excess of the highest rate of interest permitted to be paid or collected by the laws of the jurisdiction indicated below, or federal law if federal law preempts the law of such jurisdiction with respect to this transaction (the "Maximum Permitted Rate"). If, however, any such provision is so interpreted, construed, applied, or enforced, Borrower and Truist intend (a) that such provision automatically shall be deemed revised so as to require payment only of interest at the Maximum Permitted Rate; and (b) if interest payments in excess of the Maximum Permitted Rate have been received, that the amount of such excess shall be deemed credited retroactively in reduction of the then-outstanding principal amount of this obligation, together with interest at the Maximum Permitted Rate. In connection with all calculations to determine the Maximum Permitted Rate, Borrower and Truist intend (a) that all charges be excluded to the extent they are properly excludable under the usury laws of such jurisdiction or the United States, as they from time to time are determined to apply to this obligation; and (b) that all charges that may be spread in the manner provided by statute of the jurisdiction indicated or any similar law, be so spread.

Successors and Assigns and Choice of Law

This Note shall apply to and bind Borrower's heirs, personal representatives, successors and permitted assigns and shall inure to the benefit of Truist, its successors and assigns. Notwithstanding the foregoing, Borrower shall not assign Borrower's rights or obligations under this Note without Truist's prior written consent. This Note shall be governed by applicable federal law and the internal laws of the state of Tennessee. Borrower agrees that certain material events and occurrences relating to this Note bear a reasonable relationship to the laws of Tennessee and the validity, terms, performance and enforcement of this Note shall be governed by the internal laws of Tennessee which are applicable to agreements which are negotiated, executed, delivered and performed solely in Tennessee. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to this Note, Borrower consents to the jurisdiction and venue of any court located in the state of Tennessee. Nothing in this Note or in any other document or agreement entered into in connection with this Note shall affect any right that Truist may have to bring any action or proceeding arising out of or related to this Note against Borrower or its properties in the courts of any jurisdiction.

Documentary and Intangible Taxes

In the event that any intangible tax or documentary stamp tax is due from Truist to any state or other governmental agency or authority because of the execution or holding of this Note, Borrower shall, upon demand, reimburse Truist for any such tax paid.

Transfer of Loan

Truist may, at any time, sell, transfer or assign the Note, the related security instrument and any related loan documents, and any or all servicing rights with respect thereto, or grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Truist may forward to each purchaser, transferee, assignee, servicer, participant, or investor in such Securities or any Rating Agency (as hereinafter defined) rating such Securities (collectively, the "Investor") and each prospective Investor, all documents and information which Truist now has or may hereafter acquire relating to Borrower, any loan to Borrower, any guarantor or the property, whether furnished by Borrower, any guarantor or otherwise, as Truist determines necessary or desirable. The term "Rating Agency" shall mean each statistical rating agency that has assigned a rating to the Securities.

Counterparts

This Note may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement. This Note shall be effective upon Borrower's execution of this Note and Truist's receipt of duly executed counterparts from each of the parties hereto. Upon approval by Truist in its sole discretion, signatures to this Note transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. Further, Borrower agrees to deliver a manually executed counterpart of this Note to Truist no later than ten (10) days following the date of this Note.

By signing below under seal, Borrower agrees to the terms of this Note and the disbursement of proceeds as described in the Disbursements and Charges Summary form or other closing statement provided in connection with this transaction.

Borrower:

JACKSON COMMUNITY REDEVELOPMENT
AGENCY, a public instrumentality created pursuant to
the Community Redevelopment Act of 1998

By: _____

Title: _____