

20210921000458910
09/21/2021 09:01:53 AM
MORTAMEN 1/12

WHEN RECORDED MAIL TO:

Goldman Sachs Bank USA,
a New York chartered bank
c/o Genesis Capital, LLC
ATTENTION: LENDING DEPARTMENT
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403

This instrument was prepared by:

Megan Avalos
Assistant General Counsel
Genesis Capital, LLC
15303 Ventura Blvd. Suite #700
Sherman Oaks, CA 91403

APN(S): 13-8-27-4-001-046-037;
38—00-31-4-000-008.000

**CROSS-COLLATERALIZATION AGREEMENT
AND OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS**

THIS CROSS-COLLATERALIZATION AGREEMENT AND OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS (this “**Agreement**”) is entered into as of August 31, 2021, but made effective as of April 21, 2021, by and between CENTURY REVITALIZATION GROUP, LLC, an Alabama limited liability company (“**Grantor**”), with an address of 429 Green Springs Highway Suite 161 #371, Birmingham, AL 35209, and GOLDMAN SACHS BANK USA, a New York chartered bank (“**Lender**”), with an address of c/o Genesis Capital, LLC, ATTENTION LENDING DEPARTMENT, 15303 Ventura Boulevard, Suite 700, Sherman Oaks, CA 91403.

RECITALS

WHEREAS, pursuant to the terms of certain loan agreements (collectively, the “**Loan Agreements**”), Lender has made certain loans to Grantor (each, a “**Loan**”, and collectively, the “**Loans**”) in the original principal amounts set forth in, among other things, the Loan Agreements and the Security Instruments (as defined below).

THIS INSTRUMENT PROVIDES ADDITIONAL SECURITY FOR INDEBTEDNESS THAT IS SECURED BY ONE OR MORE SECURITY INSTRUMENTS THAT PREVIOUSLY WERE FILED. UPON THE FILING OF EACH SUCH SECURITY INSTRUMENT, THE TAXES PROVIDED BY LAW WERE PAID. THE INDEBTEDNESS SECURED BY EACH SUCH SECURITY INSTRUMENT REMAINS UNCHANGED IN AMOUNT AND IN TIME OF MATURITY. ACCORDINGLY, UNDER ALABAMA CODE § 40-22-2(4), NO RECORDATION TAX IS DUE UPON THE RECORDING OF THIS INSTRUMENT.

WHEREAS, each Loan is secured by a deed of trust, mortgage or other similar security instrument (each, a “**Security Instrument**”, and collectively, the “**Security Instruments**”) that encumbers the applicable property identified on Schedule 1 attached hereto and the other real and personal property included within the definition of “Property” set forth in such Security Instrument (each, a “**Mortgaged Property**”, and collectively, the “**Mortgaged Properties**”).

WHEREAS, each Security Instrument was recorded in the Office of the Judge of Probate of the county in which the related Mortgaged Property is located as set forth on Schedule 1 attached hereto.

WHEREAS, Grantor acknowledges that Grantor derives a benefit from the making of the Loans, and as consideration for this benefit, Lender is willing to make Loans to Grantor only if Grantor agrees to the terms and conditions of this Agreement and the other Total Loan Documents, which provide, among other things, that each Mortgaged Property will serve as collateral for each of the Loans (collectively, the “**Cross-Collateralization**”).

WHEREAS, Grantor further acknowledges that the benefits derived by Grantor and its applicable affiliates from the Cross-Collateralization are equivalent to the burdens imposed upon Grantor and its applicable affiliates and the Mortgaged Properties by the Cross-Collateralization, notwithstanding that the Loans may be of differing amounts.

AGREEMENT

NOW, THEREFORE, in consideration of the making of Loans by Lender to Grantor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms will have the meanings indicated:

(a) “**Business Day**” means a day of the week (but not a Saturday, Sunday or holiday) on which the offices of Lender are open to the public for carrying on substantially all of Lender’s business functions. Unless specifically referenced in this Agreement as a Business Day, all references to “days” shall be to calendar days.

(b) “**Enforcement Action**” means a judicial or non-judicial foreclosure of or trustee’s sale under any Security Instrument, a deed in lieu of such foreclosure or sale, a sale of any of the Mortgaged Properties pursuant to lawful order of a court of competent jurisdiction in a bankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of any of the Mortgaged Properties.

(c) “**Fraudulent Transfer Laws**” means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

(d) “**Indebtedness**” means the Loans and other indebtedness evidenced by any promissory notes issued in the connection with the Loan Agreements.

(e) “**Loan Documents**” means, with respect to each Loan, the Loan Agreement, the Security Instrument and any other documents, agreements, or instruments which are hereafter executed by Grantor, its applicable affiliates and/or any other person or entity in connection with the Loan.

(f) **“Total Loan Documents”** means all of the Loan Documents for the Loans.

2. Obligations Absolute; Cross-Collateralization. Grantor acknowledges and agrees as follows:

(a) Each Loan remains in full force and effect as of the date hereof and is an absolute, binding, and enforceable obligation of Grantor and its applicable affiliates to Lender.

(b) Under the terms of this Agreement, each Mortgaged Property shall serve as collateral and security for each and every Loan covered hereby, and each Security Instrument shall secure the obligation of Grantor and its applicable affiliates to pay the Indebtedness associated with each and every such Loan.

(c) No invalidity, irregularity or unenforceability of any portion of any Loan will affect, impair or be a defense to the recovery by Lender of any other portion of such Loan or any portion of any other Loan.

(d) If Grantor or any of its applicable affiliates fails to pay fully, when due, any amount payable to Lender under this Agreement or any Total Loan Document, or if any other Event of Default (as defined below) occurs, then Lender may elect, in its discretion, to recover such amount from the value of each of the Mortgaged Properties, on a pro rata basis or otherwise, as determined and apportioned by Lender in its sole and absolute discretion.

3. Amendment of Security Instruments to Grant Additional Security. Each Security Instrument is hereby amended to provide that such Security Instrument secures the obligation of Grantor and its applicable affiliates to pay all of the Indebtedness associated with each and every Loan covered hereby. For avoidance of doubt, Grantor hereby irrevocably grants, bargains, sells, conveys, transfers and assigns to Lender (or, if an Existing Security Instrument is a deed of trust or similar document, to the trustee under such Existing Security Instrument, in trust, for the benefit of Lender as beneficiary), with power of sale, the Mortgaged Properties encumbered by Grantor, to secure to Lender payment of the Indebtedness associated with each and every Loan covered hereby and the performance of the covenants and agreements contained in the Total Loan Documents.

4. Events of Default. Each of the following events will constitute an **“Event of Default”** under this Agreement:

(a) Grantor defaults or breaches any provision of this Agreement; or

(b) Any event or condition occurs which constitutes an **“Event of Default”** under any of the Total Loan Documents.

5. Cross-Default. Grantor acknowledges that this Agreement is a **“Loan Document”** as defined in each Loan Agreement and each Security Instrument and agrees that any Event of Default under this Agreement will constitute an **“Event of Default”** or **“Default”** under each Security Instrument and each Loan Agreement.

6. Remedies.

(a) Upon the occurrence of an Event of Default, Lender, in its sole and absolute discretion, may exercise either or both of the following remedies, in such order and at such times as Lender may elect:

(i) Declare any or all of the Indebtedness of Grantor and its applicable affiliates under any or all of the Loans covered hereby to be immediately due and payable.

(ii) Exercise any or all of Lender's rights and remedies under this Agreement, any of the Total Loan Documents, or applicable law.

(b) Lender may exercise its remedies in one or more proceedings, contemporaneously and/or consecutively, as Lender determines in its sole discretion. Lender may enforce its rights against one or more of the Mortgaged Properties or portions of the Mortgaged Properties in the order and manner as it elects in its sole discretion. The enforcement of any one Security Instrument or any of the other Total Loan Documents will not constitute an election of remedies and will not limit or preclude the enforcement of any other Security Instrument or any other of the Total Loan Documents, through one or more additional proceedings. Lender may bring any action or proceeding, including but not limited to judicial or non-judicial foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to one or more of the other Mortgaged Properties or any portion of them.

(c) Grantor, for itself and for any and all Persons now or in the future holding or claiming any lien on, or security interest in, or other interest or right of any nature in or to any of the Mortgaged Properties encumbered by Grantor, unconditionally and irrevocably waives any rights it may have, now or in the future, whether at law or in equity, to require Lender to enforce or exercise any of Lender's rights or remedies under this Agreement, under any Security Instrument, or under any other of the Total Loan Documents, in any particular manner or order or in any particular state or county, or to apply the proceeds of any Enforcement Action in any particular manner or order. The foregoing waiver includes, without limitation, any and all benefits arising under or referred to in California Civil Code Sections 2845, 2849 and 2850.

(d) No judgment obtained by Lender in any proceeding enforcing any of the Total Loan Documents will merge any of the Indebtedness associated with any Loan covered hereby into that judgment, and all Indebtedness under each and every such Loan that remains unpaid will remain a continuing obligation of Grantor. Notwithstanding any Enforcement Action with respect to any Security Instrument, Grantor will remain bound under this Agreement.

7. Application of Proceeds. Lender may apply the proceeds of any Enforcement Action to the payment of the Indebtedness associated with the Loans covered hereby (including any prepayment premiums) in such order as Lender may determine in Lender's sole discretion.

8. Adjustment of Obligations. If either (a) Grantor's and its applicable affiliates' obligation to pay the Indebtedness associated with the Loans covered hereby, as provided for in this Agreement or the other Total Loan Documents, or (b) the amendment set forth in Section 3 becomes subject to avoidance under any Fraudulent Transfer Law, then the aggregate amount of such Indebtedness for which Grantor will be liable and the aggregate amount of such Indebtedness for which the Mortgaged Properties will constitute security will be limited to the largest amount that would not be subject to avoidance as a fraudulent transfer or conveyance under such Fraudulent Transfer Law.

9. Lender's Rights. At any time and from time to time and without the consent of, or notice to, Grantor or its affiliates, without incurring liability to Grantor or its affiliates, and without impairing or releasing Grantor's and its applicable affiliates' liability for all or any part of the Indebtedness associated with the Loans covered hereby, Lender may take any of the following actions:

(a) Change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, all or any part of any such Indebtedness, any security for all or any part of any such Indebtedness, or any liability incurred directly or indirectly with respect to all or any part of any such Indebtedness.

(b) Take and hold security for the payment of any such Indebtedness, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure all or any part of any such Indebtedness.

(c) Exercise or refrain from exercising any rights against Grantor or any of its applicable affiliates or any of the Mortgaged Properties.

(d) Release or substitute any one or more endorsers, guarantors, or other obligors with respect to all or any part of any such Indebtedness.

(e) Settle or compromise all or any part of any such Indebtedness, or subordinate the payment of all or any part of any such Indebtedness to the payment of any liability (whether due or not) of Grantor or its applicable affiliates to its creditors other than Lender.

(f) Apply any sums realized to any liability or liabilities of Grantor and its applicable affiliates or any guarantor to Lender regardless of what liability or liabilities of Grantor, its applicable affiliates or such guarantor to Lender remain unpaid.

(g) Consent to or waive any breach by Grantor or its applicable affiliates of, or any act, omission or default by Grantor or any of its applicable affiliates under this Agreement or any of the Total Loan Documents.

10. Release of Mortgaged Property. Upon Lender's release of the liens of any Security Instrument, then this Agreement shall no longer apply to such Security Instrument or the Mortgaged Property encumbered by such Security Instrument. For the avoidance of doubt, this Agreement shall continue to apply to any and all remaining Security Instruments that have not been released by Lender and all Mortgaged Properties encumbered by such Security Instruments that have not been released by Lender.

11. Waivers; Marshalling.

(a) With respect to its obligations under this Agreement and the Total Loan Documents, Grantor waives presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, and diligence in collecting such obligations.

(b) Notwithstanding the existence of any other security interests in any Mortgaged Property held by Lender or by any other party, Lender may determine in its discretion whether and the order in which any or all of the Mortgaged Properties or portions thereof will be subjected to the remedies provided in this Agreement and the Total Loan Documents or applicable law. Lender may determine in

Lender's discretion the order in which any or all portions of the Indebtedness associated with the Loans covered hereby are satisfied from the proceeds realized upon the exercise of such remedies. Grantor and any party who now or in the future acquires a lien on or security interest or other interest in any of the Mortgaged Properties encumbered by Grantor unconditionally and irrevocably waives any and all rights to require the marshalling of assets or to require that any of the Mortgaged Properties or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

12. Miscellaneous.

(a) *Amendments.* This Agreement and the other Total Loan Documents constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) *Arbitration; Jury Waiver.* Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party; provided, however, in the event of an Event of Default, Lender shall have the unilateral right to exercise its remedies in its sole and absolute discretion, and under such circumstances, Lender can choose in its sole discretion to pursue arbitration or not and Grantor hereby waives any right to enforce the arbitration provisions of this Agreement if contrary to the choice of Lender. No act to take or dispose of any Mortgaged Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code of the State in which the applicable Mortgaged Property is located. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any of the Mortgaged Properties, including any claim to rescind, reform, or otherwise modify any agreement relating to the Mortgaged Properties, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Grantor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. WITHOUT INTENDING IN ANY WAY TO LIMIT THIS DISPUTE RESOLUTION PROVISION, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN RESPECT OF ANY AND ALL "DISPUTES" AND ANY ACTION ON ANY "DISPUTE." THIS WAIVER SHALL APPLY TO THE EXTENT ANY "DISPUTE" IS NOT SUBMITTED TO JUDICIAL REFERENCE OR ARBITRATION, OR IS DEEMED BY THE ARBITRATOR, REFEREE OR ANY COURT WITH JURISDICTION TO BE NOT REQUIRED TO BE DETERMINED BY JUDICIAL REFERENCE OR ARBITRATION, OR NOT SUSCEPTIBLE OF

BEING SO DETERMINED. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES AND THE PARTIES HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. GRANTOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

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

(d) *Governing Law.* This Agreement will be governed by the laws of the State of California without regard to its conflicts of law provisions, except that at all times the provisions for the foreclosure of liens and creation, perfection, priority and enforcement of the security rights and interests created pursuant hereto and pursuant to the Total Loan Documents in any Mortgaged Properties located in another state shall be governed by and construed according to the laws of such other state.

(e) *Jurisdiction.* WITH RESPECT TO ANY CLAIM OR ACTION ARISING UNDER, THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS, GRANTOR (A) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA AND THE UNITED STATES DISTRICT COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND APPELLATE COURTS FROM ANY THEREOF, AND (B) IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS BROUGHT IN ANY SUCH COURT, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS WILL BE DEEMED TO PRECLUDE LENDER FROM BRINGING AN ACTION OR PROCEEDING WITH RESPECT HERETO IN ANY OTHER JURISDICTION.

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

such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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

(h) *Successors and Assigns.* Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of any of the Mortgaged Properties becomes vested in a person other than Grantor or its applicable affiliate, then Lender, without notice to Grantor, may deal with Grantor's or its applicable affiliate's successors with reference to this Agreement and the Indebtedness associated with the Loans covered hereby by way of forbearance or extension without releasing Grantor or its applicable affiliate from the obligations of this Agreement or liability under any such Indebtedness.

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

(j) *Number and Gender.* Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

(k) *Statutes and Regulations.* Any reference in this Agreement to a statute or regulation will include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

(l) *No Partnership.* This Agreement is not intended to, and will not, create a partnership or joint venture among the parties, and no party to this Agreement will have the power or authority to bind any other party except as explicitly provided in this Agreement.

(m) *Conflicts.* To the extent this Agreement conflicts with the terms of other Total Loan Documents, this Agreement will govern and control.

(n) *Third Party Beneficiaries.* No creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.

(o) *Further Assurances and Corrective Instruments.* To the extent permitted by law, the parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

(p) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which will constitute an original document and all of which together will constitute one agreement.

(q) *Notices.* Any notice required to be given under this Agreement shall be given in writing and shall be effective when actually delivered on a Business Day (unless otherwise required by law), or one (1) Business Day after being deposited with a nationally recognized overnight courier, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices

under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have signed and delivered this Agreement as of the date first set forth above.

GRANTOR:

Century Revitalization Group, LLC,
an Alabama limited liability company

By: [Signature]
Jonathan Benoit, Manager

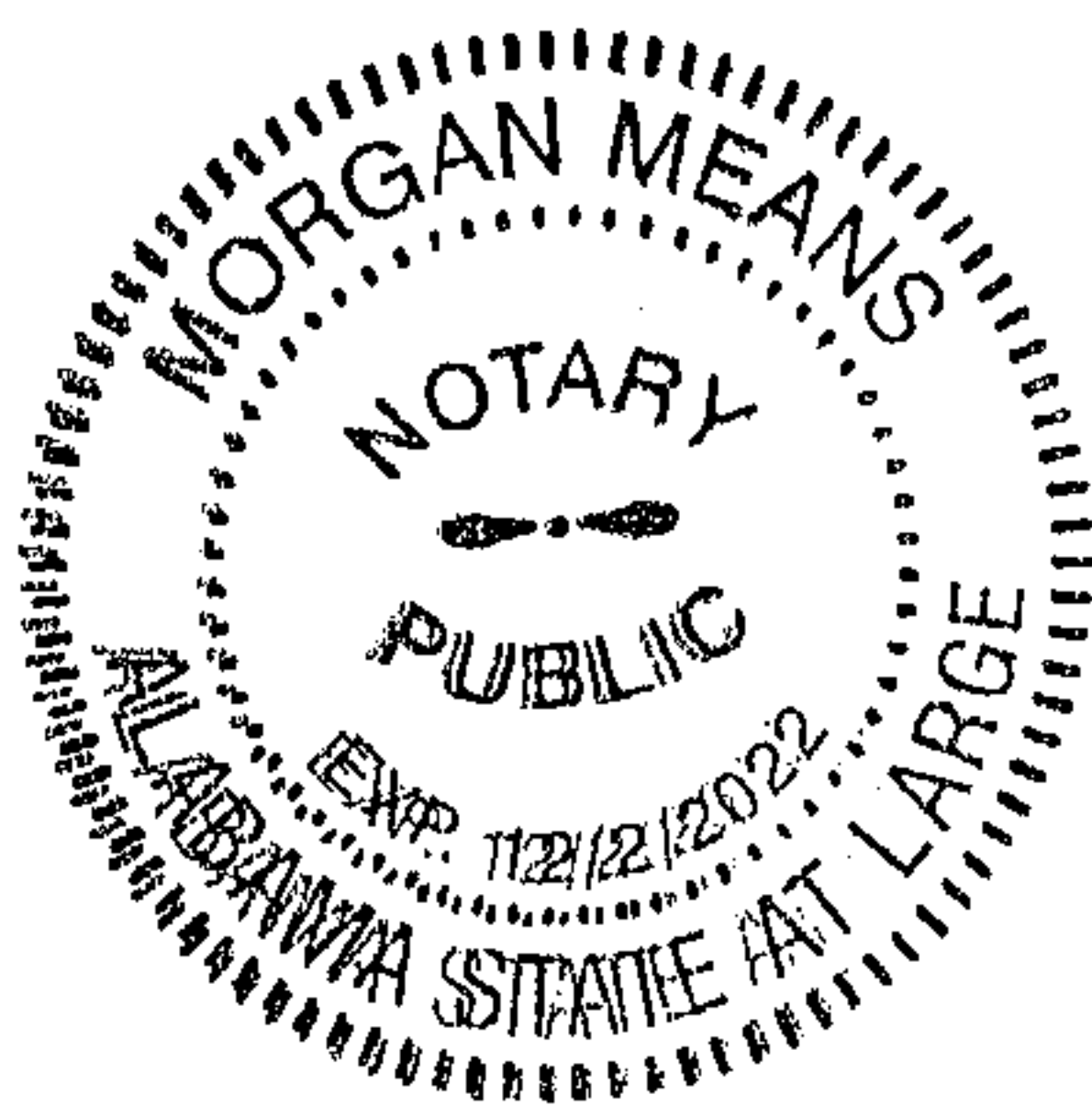
STATE OF Alabama
Jefferson COUNTY

I, Morgan Means, a Notary Public in and for said County in said State, hereby certify that **Jonathan Benoit**, whose name as **Manager** of **Century Revitalization Group, LLC**, a **limited liability company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such **Manager** and with full authority, executed the same voluntarily for and as the act of said **limited liability company**.

Given under my hand this the 23 day of August, 2021.

[Signature]
Notary Public


[AFFIX SEAL]



My commission expires: 11/21/22

LENDER:

GOLDMAN SACHS BANK USA,
a New York chartered bank

By: 
Name: Augusto Giancola
Title: Authorized Signatory

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

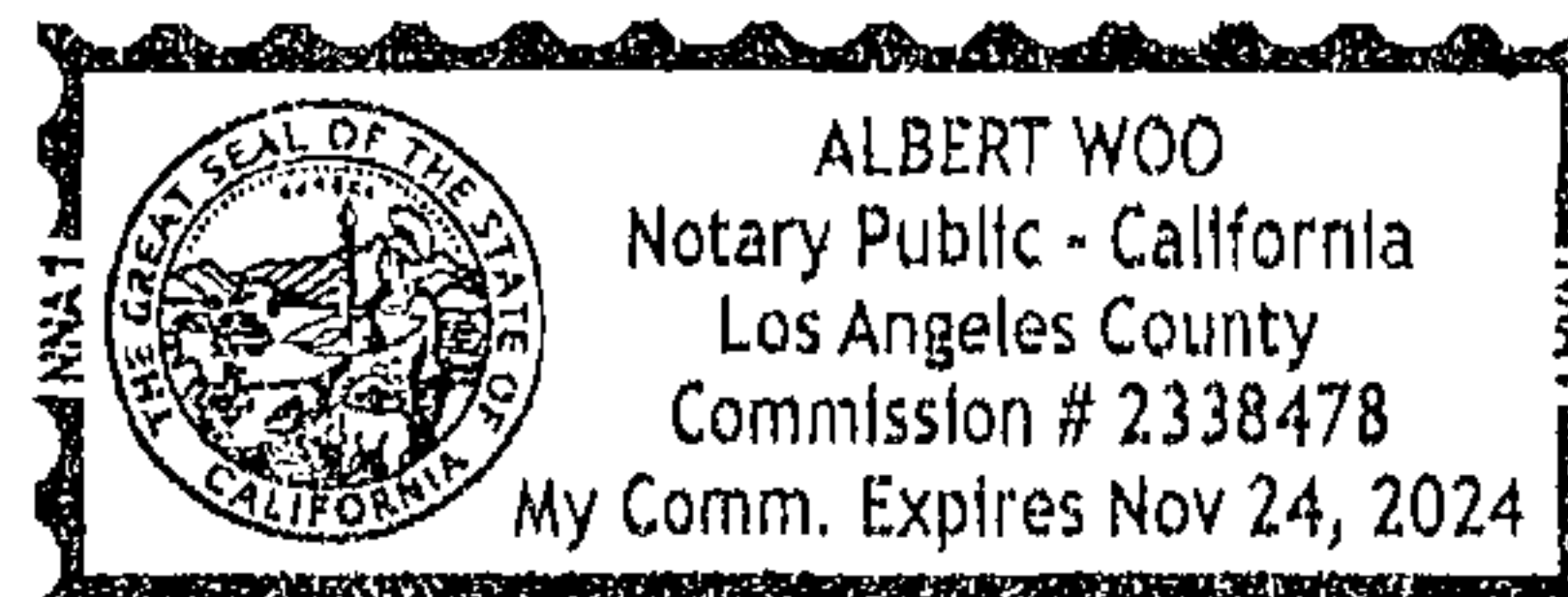
On 08/27/2021 before me, ALBERT WOO, Notary Public
(insert name and title of the officer)

personally appeared Augusto Giancola,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

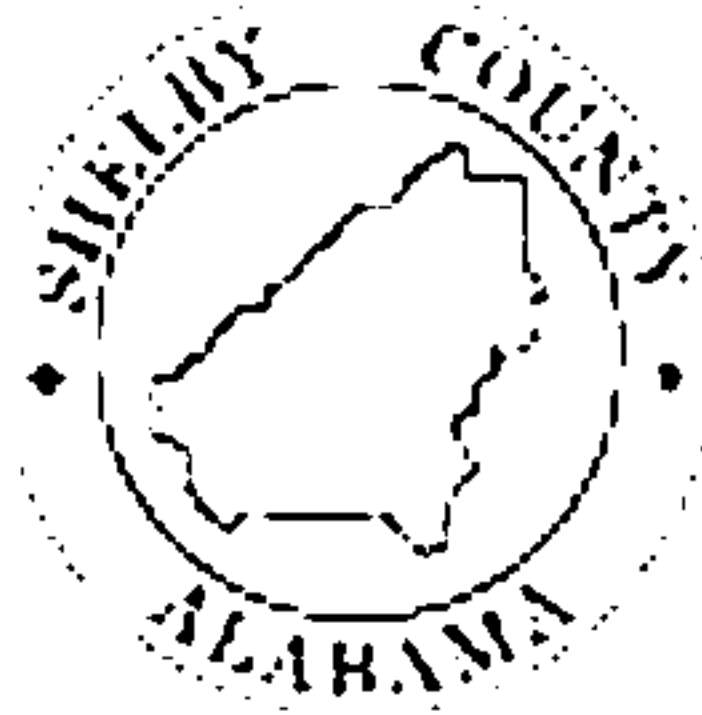
WITNESS my hand and official seal.

Signature  (Seal)



SCHEDULE 1**SCHEDULE OF CROSS-COLLATERALIZED LOANS
AND SECURITY INSTRUMENTS**

Borrower	Property Address	APN(s)	Existing Security Instrument
Century Revitalization Group, LLC	1223 Morning Star Lane, Alabaster, AL 35007 G21013803	13-8-27-4-001-046- 037	Construction Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, on April 15, 2021, as Instrument No. 20210415000188760; Construction Assignment of Leases and Rents recorded on April 15, 2021 as Instrument No. 20210415000188770; and UCC Financing Statement recorded on April 15, 2021 as Instrument No. 20210415000188780
Century Revitalization Group, LLC	2038 Eastern Valley Road, Bessemer, AL 35022 G21044528	38—00-31-4-000- 008.000	Construction Mortgage recorded in the Office of the Judge of Probate of Jefferson County, Alabama, on April 28, 2021, as Instrument No. 2021049452; Construction Assignment of Leases and Rents recorded on April 28, 2021 as Instrument No. 2021049453; and UCC Financing Statement recorded on April 28, 2021 as Instrument No. 2021049454.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/21/2021 09:01:53 AM
\$57.00 CHERRY
20210921000458910

Allen S. Bayl