

# EXHIBIT 3

## AGREEMENT REGARDING CLAIMS AND OBLIGATIONS

THIS AGREEMENT REGARDING CLAIMS AND OBLIGATIONS (the "Agreement") is made and entered into as of the 26 day of February, 2014 (the "Effective Date"), by and between SYNOVUS BANK A/K/A BANK OF NORTH GEORGIA F/K/A BANK OF COWETA (the "Bank") and BURTON W. WIAND, as Court-appointed Receiver (the "Receiver") in the action styled *Securities and Exchange Commission v. Arthur Nadel, et al.*, Case No: 8:09-cv-87-T-26TBM (the "Action") (the Bank and the Receiver are sometimes collectively referred to herein as the "Parties" and each is a "Party").

### WITNESSETH

WHEREAS, the United States District Court for the Middle District of Florida, Tampa Division (the "Court"), appointed Burton W. Wiand as Receiver in the Action for a number of entities, including Tradewind, LLC on January 27, 2009. All of the receivership entities and properties in the Action are collectively referred to as the "Receivership Estate."

WHEREAS, the Receivership Estate has a certain liability outstanding with the Bank as generally described in Exhibit A (Universal Note and Security Agreement and Commercial Deed to Secure Debt and Security Agreement).

WHEREAS, the Receiver desires to convey assets of Tradewind, LLC to an entity that is not a party to this Agreement (the "Conveyance"); and

WHEREAS, in consideration of the terms of the Agreement, and subject to the approval of the Court, the Bank and the Receiver desire to fully settle any and all claims on the outstanding liability and the Bank's claim involving the Receivership Estate, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank and the Receiver agree as follows:

### OPERATIVE TERMS

Section 1. Contingency. The Bank and the Receiver understand and agree that the obligations of the Parties to perform as set forth in this Agreement are contingent upon a final order of the Court approving the Conveyance and this Agreement (the "Contingency"). In the event that the Court does not approve the Conveyance the Parties shall return to the position they were in prior to the execution of this Agreement.

Section 2. Settlement Proceeds. Upon execution and delivery of this Agreement and satisfaction of the Contingency, and in consideration for the Bank's execution and delivery of this Agreement, the Receiver agrees that the Bank shall be entitled to receive from the Receiver the principal sum of \$869,501.21 (representing a principal balance of \$874,501.21 less \$5,000.00 as Receiver's fees and interest) and interest through February 26, 2014 of \$2,004.09, plus interest continuing to accrue thereafter at a per diem of \$182.19 as

full satisfaction of the liability described in Exhibit A. Said funds shall be paid directly to the Bank exclusively out of the closing proceeds without the necessity of further motion, claims filing or order of the Court.

Section 3. Bank's Release. Upon the payment by the Receiver and the receipt by the Bank of the Settlement Funds, the Bank releases, waives and forever discharges the Receiver and the Receivership Estate, including specifically Tradewind, LLC, of and from any and all claims or obligations of any and all nature, including but not limited to any liability reflected in the Proof of claim submitted by the Bank which is attached hereto as Exhibit B.

Section 4. Costs and Fees. To the extent not described in this Agreement, each Party shall bear its or his own costs, attorney's fees, and other expenses.

Section 5. Notices. Any notice, request, information or other document to be given hereunder to any Parties by any other party shall be in writing and shall have been deemed to have been given (i) when personally delivered, sent by facsimile (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid), or (ii) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another is specified in writing, notices, demands and communications to the Receiver and the Bank shall be sent to the addresses indicated below:

(a) If intended for the Receiver:

Burton W. Wiand, Receiver  
c/o Wiand Guerra King P.L.  
5505 West Gray Street  
Tampa, Florida 33609  
Attention: Jeffrey C. Rizzo

(b) If intended for the Bank:

H. Matthew Horne, Esq.  
Rosenzweig, Jones, Horne & Griffis, P.C.  
P.O. Box 220  
Newnan, GA 30264

Any Party may change the address to which notices hereunder are to be sent by giving written notice of such change of address as provided above.

Section 6. Entire Agreement; Amendments. This Agreement and the instruments delivered pursuant hereto constitute the entire agreement between the Parties hereto and supersede all prior written agreements and understanding, oral or written, between the Parties relating to the subject matter hereof. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

This Agreement, although initially drawn by one of the Parties hereto, shall not be construed for or against either party as a result thereof in any dispute pertaining to this contemplated hereby, but this Agreement shall be interpreted in accordance with language hereof in an effort to reach the result intended thereby.

Section 7. Applicable Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia. The Bank and the Receiver hereby agree (i) that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *SECURITIES AND EXCHANGE COMMISSION V. ARTHUR NADEL, ET AL.*, CASE NO: 8:09-CV-87-T-26TBM BEFORE THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, to the exclusion of any other court, and (ii) to irrevocably submit to the exclusive jurisdiction of the UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Section 8. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however the delivery of the Agreement by one party shall not be binding upon either until both Parties have fully executed same.

Section 10. Waiver. No waiver by either party hereto of any condition or any breach of any term, covenant, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of such condition or breach or waiver of any other or subsequent condition or the breach of any other term, covenant, representation or warranty contained in this Agreement.

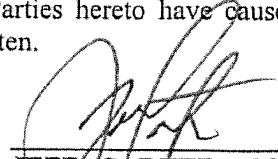
Section 11. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the Parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.

Section 12. Attorneys' Fees. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party will be entitled to, from the non-prevailing party, reimbursement of its reasonable attorneys' fees (including, but not limited to, attorneys' fees, paralegals' fees and legal assistants' fees), costs and expenses

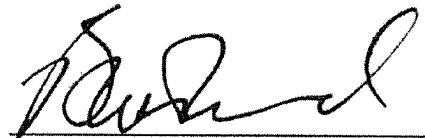
incurred in the preparation for and in connection with any trial, appeal or bankruptcy proceeding.

Section 13. Counterparts. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed to be an original.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.



\_\_\_\_\_  
**JEFF CARTER**, Officer of Synovus Bank  
a/k/a Bank of North Georgia f/k/a Bank of  
Coveta



\_\_\_\_\_  
**BURTON W. WIAND**, as Court-appointed  
Receiver for Tradewind, LLC, et al. in the  
action styled *Securities and Exchange  
Commission v. Arthur Nadel, et al.*, Case No:  
8:09-cv-87-T-26TBM

**EXHIBIT A**

TRADEWIND LLC 1618 MAIN ST SARASOTA, FL 34236-5811  BORROWER'S NAME AND ADDRESS <small>"I" includes each borrower above, jointly and severally.</small>	BANK OF COMPTON 110 JEFFERSON STREET NEWMAN, GA 30263  LENDER'S NAME AND ADDRESS <small>"You" means the lender, its successors and assigns.</small>	Loan Number <u>61233942 / 34</u> Date <u>06/22/2007</u> Maturity Date <u>06/25/2012</u> Loan Amount \$ <u>1,000,000.00</u> BRNWXKX <u>00274</u> Fed. Tax ID <u>75-3143918</u>
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For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of ONE MILLION DOLLARS AND ZERO CENTS Dollars \$ 1,000,000.00

Single Advance: I will receive all of this principal sum on \_\_\_\_\_ . No additional advances are contemplated under this note.  
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.  
 Conditions: The conditions for future advances are AT LENDER'S DISCRETION

Open End Credit: You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_  
 Closed End Credit: You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from June 22, 2007 at the rate of 7.500000% per year until June 25, 2012

Variable Rate: This rate may then change as stated below.  
 Index Rate: The future rate will be N/A the following index rate; N/A  
N/A  
 No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.  
 Frequency and Timing: The rate on this note may change as often as N/A  
 A change in the interest rate will take effect N/A  
 Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A % . The rate may not change more than N/A % each N/A  
 Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:  
 The amount of each scheduled payment will change.  The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL # DAYS/360 - DAY YEAR basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:  
 on the same fixed or variable rate basis in effect before maturity (as indicated above).  
 at a rate equal to 16.00

LATE CHARGE: If a payment is made more than 10 days after it is due, I agree to pay a late charge of \_\_\_\_\_ % of the unpaid amount with a minimum of \$100.00

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which  are  are not included in the principal amount above: SEE DISBURSEMENT AUTHORIZATION

PAYMENTS: I agree to pay this note as follows:  
 Interest: I agree to pay accrued interest \_\_\_\_\_  
 Principal: I agree to pay the principal \_\_\_\_\_

Installments: I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 8055.00 and will be due July 25, 2007 . A payment of \$ 8055.00 will be due on the same day of each MONTHLY period thereafter. The final payment of the entire unpaid balance of principal and interest will be due June 25, 2012

PURPOSE: The purpose of this loan is REN LOC & PUT ON P&T PMT  
 ADDITIONAL TERMS:  
 THE PERSONAL GUARANTY OF ARTHUR NADEL AND MARGUERITE NADEL DATED 06/22/07.

BOC000452

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to perfect an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

- Inventory: All inventory which Debtor holds for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools.
Firm Products: All farm products including, but not limited to: (a) all poultry and livestock and their young, along with their products, produce and replacements; (b) all crops, annual or perennial, and all products of the crops; (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations; and (d) all aquatic goods produced in aquacultural operations.
Accounts: All rights Debtor has now and may have in the future to the payment of money including, but not limited to: (a) payment for goods and other property sold or leased or for services rendered, whether or not Debtor has earned such payment by performance; (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable; (c) all rights Debtor has under any policy of insurance which is a right to payment of a monetary obligation for health care goods or services provided (e.g., health care insurance receivables); and (d) credit card receivables and license fees.
Instruments (including Promissory Notes), Documents, Chattel Paper (including electronic chattel paper), Letters of Credit Rights, and Other Rights to Payment: Any rights, and interests, (including all liens and security interests) which Debtor may have by law or agreements against any account debtor or obligor of Debtor.
General Intangibles: All general intangibles including, but not limited to, payment intangibles, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use Debtor's name.
Deposit Accounts: All rights Debtor has now and may have in the future to any demand, time, savings, passbook or similar account maintained at any financial institution.
Investment Property: All rights Debtor has now and may have in the future to any certificated or uncertificated security, security entitlement, securities account, commodity contract, commodity account or financial asset.
Software: All rights Debtor has and may have in the future to any computer program and supporting information provided in connection with the program.
Commercial Tort Claims: All rights Debtor has now and may have in the future arising out of that certain tort claim more particularly described as follows (Provide description of tort claim)

Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which Debtor now has and in the future may have any rights or interests and which arise under or as a result of any preexisting, current or future federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and ASCS).

The Property includes, but is not limited by, the following: DEED TO SECURE DEBT DATED 06/22/07 TO BANK OF COWETA ON FIVE (5) T-HANGERS & A BOX HANGER; ASSIGNMENT OF GROUND LEASE; AND ASSIGNMENT OF SUBTENANT LEASES.

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

If applicable, enter real estate description and record owner information:

The Property will be used for a personal business agricultural purpose. Borrower/Owner State of organization/registration (if applicable) GEORGIA

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fall with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of recoupment, if property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claim of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those

states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

(Signature) (page 2 of 3)



**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance for fail to name you as loss payee you may purchase it yourself.

**WARRANTIES AND REPRESENTATIONS** - If this agreement includes warranties, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items taken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me. If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to cause the sale or disposition of additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instrument.

**REMEDIES** - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in this note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page \_\_\_\_\_.

**PERFECTING YOUR INTEREST** - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

**ADDITIONAL TERMS OF THE NOTE**

**DEFINITIONS** - As used on pages 1, 2, and 3, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including successors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - The law of the state of Georgia will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**PAYMENTS** - Each payment I make on this note will first reduce the amount I owe you or charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal amount outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE** - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

**POST MATURITY RATE** - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS** - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

**MULTIPLE ADVANCE LOANS** - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:  
(1) any deposit account balance I have with you;  
(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.  
(4) Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance due date for which you properly accelerate under this note.  
If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

**DEFAULT** - I will be in default if any one or more of the following occur:  
(1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court process; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confinement by a legal document; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of uplands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES** - If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.
- (6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES** - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee, not to exceed 15 percent of the principal and interest then owed, you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER** - I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest);
- (3) give notice that amounts due have not been paid (notice of dishonor); or
- (4) give me notice prior to seizure of my personal property when you are seeking to foreclose a secured interest in any of my personal property used to secure a commercial transaction.

I waive any defenses I have based on suretyship or impairment of collateral.

**OBLIGATIONS INDEPENDENT** - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a secured guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

**FINANCIAL INFORMATION** - I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

SIGNATURES AND SEALS: IN WITNESS WHEREOF, I HAVE SIGNED MY NAME AND AFFIXED MY SEAL ON THIS 22ND DAY OF

JUNE, 2007. BY DOING SO, I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, AND 3). I

HAVE RECEIVED A COPY ON TODAY'S DATE.

TRADEIND LLC

BY: Arthur Nadell (SEAL) \_\_\_\_\_ (SEAL)

ARTHUR NADELL, MANAGER

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

SIGNATURE FOR LENDER: \_\_\_\_\_

**LINE OF CREDIT**

TRADEWIND LLC 1618 MAIN ST SARASOTA, FL 34236-8133	BANK OF COVETA 120 JEFFERSON STREET NEWNAN, GA 30263	Line of Credit No. <u>61233942 / 10</u> Date <u>June 22, 2007</u> Max. Credit Amt. <u>1,000,000.00</u> Loan Ref. No.
BORROWER'S NAME AND ADDRESS *I* Includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS *You* means the lender, its successors and assigns.	

You have extended to me a line of credit in the AMOUNT of ONE MILLION DOLLARS AND ZERO CENTS \$ 1,000,000.00. You will make loans to me from time to time until 05:00 P.m. on June 25, 2012. Although the line of credit expires on this date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts. This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. AMOUNT: This line of credit is:
- OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
    - a. I have borrowed the maximum amount available to me;
    - b. This line of credit has expired;
    - c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
    - d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
    - e. \_\_\_\_\_
  - DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed \_\_\_\_\_.

Subject to the obligatory or discretionary limitations above, this line of credit is:


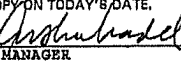
- OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.
- CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on June 22, 2007, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows: AT LENDER'S DISCRETION

3. RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:
- security agreement dated \_\_\_\_\_
  - Security Deed 06/22/2007
  - mortgage dated \_\_\_\_\_
  - guaranty dated 06/22/2007

4. REMEDIES: If I am in default on the note(s) you may:
- a. take any action as provided in the related documents;
  - b. without notice to me, terminate this line of credit.
- By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.
5. COSTS AND FEES: If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.
6. COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:
- a. maintain books and records of my operations relating to the need for this line of credit;
  - b. permit you or any of your representatives to inspect and/or copy these records;
  - c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
  - d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;
  - e. \_\_\_\_\_

7. NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.
8. MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

FOR THE LENDER  _____ MARK FRITZ Title <u>VICE-PRESIDENT</u>	SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. I HAVE RECEIVED A COPY ON TODAY'S DATE. TRADEWIND LLC By:  ARTHUR NADEL MANAGER By: _____ By: _____
---	---

**A. Settlement Statement**

WinClass  
Fee Simple Software, Inc  
(205) 823-3993

U.S. Department of Housing  
and Urban Development  
OMB No. 2502-0265



**B. TYPE OF LOAN**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins	File Number	Loan Number	FHA/VA Case Number	Mortgage Ins. Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		190788-1			

**C. NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside of closing; they are shown here for informational purposes and are not included in the totals.

**D. NAME AND ADDRESS OF BORROWER:** Tradewind, LLO

**E. NAME AND ADDRESS OF SELLER:**  
(SELLER TIN )

**F. NAME AND ADDRESS OF LENDER:** Bank of Coweta  
P.O. Box 1218  
Newnan, GA 30284

**G. PROPERTY LOCATION:** 5 Aviation T-Hangars & 1 Box Hangar, Newnan-Coweta County Airport  
Tax ID: Newnan, Georgia 30283

**H. SETTLEMENT AGENT:** Roenzweig, Jones & MacNabb  
92 South Court Square  
Newnan, Georgia 30283  
**PLACE OF SETTLEMENT:** 32 South Court Square  
Newnan, Georgia 30283

**I. SETTLEMENT DATE:** June 22, 2007

**J. SUMMARY OF BORROWER'S TRANSACTION**

<b>100. GROSS AMOUNT DUE FROM BORROWER</b>	
101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$14,287.00
104. Bank of Coweta	\$405,250.00
105.	
<b>ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:</b>	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BORROWER:</b>	<b>\$419,517.00</b>

<b>200. AMOUNTS PAID ON OR ON BEHALF OF BORROWER:</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s) \$1,000,000.00	
203. Existing loan(s) taken subject to	
204. Equity line loan first draw= \$419,517.00	\$419,517.00
205. Equity line funds available= \$580,483.00	
206.	
207.	
208.	
209.	
<b>ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:</b>	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BORROWER:</b>	<b>\$419,517.00</b>

<b>300. CASH AT SETTLEMENT FROM TO BORROWER:</b>	
301. Gross amount due from borrower (line 120)	\$419,517.00
302. Less amount paid by/for borrower (line 220)	\$419,517.00
303. CASH ( <input type="checkbox"/> FROM ) ( <input checked="" type="checkbox"/> TO ) BORROWER:	\$0.00

**K. SUMMARY OF SELLER'S TRANSACTION**

<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract sales price	
402. Personal property	
403. * (Gross Proceeds-	
404.	
405.	
<b>ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE</b>	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER:</b>	<b>\$0.00</b>

<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$0.00
503. Existing loan(s) taken subject to	
504. Payoff 1st mortgage loan	
505. Payoff 2nd mortgage loan	
506.	
507.	
508.	
509.	
<b>ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:</b>	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER:</b>	<b>\$0.00</b>

<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross amount due to seller (line 420)	\$0.00
602. Less reductions in amount due seller (line 520)	\$0.00
603. CASH ( <input type="checkbox"/> TO ) ( <input checked="" type="checkbox"/> FROM ) SELLER:	\$0.00

Section 6 of the Real Estate Settlement Procedures Act (RESPA) requires the following: HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services. Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.  
SUBSTITUTE FORM 1099 STATEMENT: The information contained in Blocks E, G, H, and J and on line 401 (or line 401 is substituted, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 9119, Sale of Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4787, Form 8289 and/or Schedule D (Form 1040). You are required by law to provide (see box E) your correct taxpayer identification number. If you do not provide (see box E) your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. *And* under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

*Tradewind* Seller's Signature  
HMH HUD-1 (3-86) - RESPA, HB 4305.2 Page 1

**L SETTLEMENT CHARGES**

700. TOTAL SALES/BROKER'S COMMISSIONS:		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Based on price: 0.000% =			
Division of Commission (Line 700) as follows:			
701.	to:		
702.	to:		
703.	Commission paid at settlement		
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN:</b>			
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee to McColgan & Company	\$4,500.00	
804.	Credit report		
805.	Flood Monitoring to Bank of Coweta	\$20.00	
806.	Flood Determination to Bank of Coweta	\$15.00	
807.	Admin Fee to Bank of Coweta	\$250.00	
808.			
809.			
810.			
811.			
812.			
813.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:</b>			
901.	Interest from 06/22/07 to 07/01/07 9 days @		
902.	Mortgage insurance premium for mos. to		
903.	Hazard insurance premium for yrs. to		
904.	Flood insurance premium for yrs. to		
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER:</b>			
1001.	Hazard insurance months @ per month		
1002.	Mortgage insurance months @ per month		
1003.	City property taxes months @ per month		
1004.	County property taxes months @ per month		
1005.	Annual assessments months @ per month		
1006.	Flood insurance months @ per month		
1007.	School property taxes months @ per month		
1008.	Village property taxes months @ per month		
1009.	Aggregate actualment	\$0.00	
<b>1100. TITLE CHARGES:</b>			
1101.	Settlement or closing fee		
1102.	Abstract or title search		
1103.	Title examination to Rosenzweig, Jones & MacNabb	\$400.00	
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to Rosenzweig, Jones & MacNabb	\$1,950.00	
(includes above Item Numbers 1101, 1105)			
1108.	Title insurance to Old Republic National Title Insurance Company	\$3,955.00	
(includes above Item Numbers)			
1109.	Lender's coverage \$1,000,000.00		
1110.	Owner's coverage \$1,070,000.00		
1111.	Overnight mail to Federal Express	\$40.00	
1112.	Post Closing Fee to Rosenzweig, Jones & MacNabb	\$25.00	
1113.	Survey Recording Fee to Rosenzweig, Jones & MacNabb	\$8.00	
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:</b>			
1201.	Recording Deed \$0.00 Mortgage \$54.00 Ref. \$0.00	\$54.00	
1202.	City/county tax/stamps Deed Mortgage		
1203.	State tax/stamps Deed \$0.00 Mortgage \$3,000.00	\$3,000.00	
1204.	Record Assignment of Lease to Coweta County Clerk	\$10.00	
1205.			
<b>1300. ADDITIONAL SETTLEMENT CHARGES:</b>			
1301.	Survey		
1302.	Post Inspection		
1303.			
1304.			
1305.			
1306.			
1307.			
<b>1400. TOTAL SETTLEMENT CHARGES:</b>		<b>\$14,267.00</b>	<b>\$0.00</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: Tradewind, LLC  
*Arthur Nadel* Date 06/22/07  
 Arthur Nadel, Manager

Seller or Agent: \_\_\_\_\_ Date \_\_\_\_\_

Borrower: \_\_\_\_\_ Date \_\_\_\_\_

Seller or Agent: \_\_\_\_\_ Date \_\_\_\_\_

Borrower: \_\_\_\_\_ Date \_\_\_\_\_

Seller or Agent: \_\_\_\_\_ Date \_\_\_\_\_

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: *H. Matt Home* Date 06/22/07  
 Rosenzweig, Jones & MacNabb

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title U.S. Code Section 1001 and Section 1010.

WinClose by Fee Simple Software (205) 823-3993 (WWW.WinClose.com) HUD-1 (Rev. 3/86) Page 2

GEORGIA INTANGIBLE  
TAX PAID  
\$3000.00  
DATE 7/16/2007

DOC# 018193  
FILED IN OFFICE  
07/16/2007 03:56 PM  
BK:3220 PG:42-55  
CINDY G BROWN  
CLERK OF SUPERIOR COURT  
COWETA COUNTY

*Cindy G. Brown*  
CLERK OF SUPERIOR COURT  
COWETA COUNTY  
ROSENZWEIG  
JONES & MacNABB  
P.O. BOX 220-32 SO. COURT SQUARE  
NEWNAN, GA. 30284

RECORD & RETURN TO: LEASEHOLD

*6123394212*  
COMMERCIAL DEED TO SECURE DEBT AND SECURITY AGREEMENT

STATE OF GEORGIA  
COUNTY OF Coweta

THIS COMMERCIAL DEED TO SECURE DEBT AND SECURITY AGREEMENT ("deed"), made and entered into this 22nd day of June, 2007, by and between Tradewind, LLC, a Delaware Limited Liability Company ("Grantor"), whose mailing address is 1618 Main Street, Sarasota, FL 34236-5811 and Bank of Coweta, a Bank of Coweta ("Grantee") whose mailing address is 110 Jefferson Street, Newnan, GA 30263;

WITNESSETH THAT:

WHEREAS, Tradewind, LLC, a Delaware Limited Liability Company ("Borrower"), whose mailing address is 1618 Main Street, Sarasota, FL 34236-5811 is justly indebted to Grantee in the sum of One Million & 00/100 DOLLARS (\$ 1,000,000.00) in lawful money of the United States of America, and has agreed to pay the same, with interest thereon, according to the terms of a certain promissory note given by Borrower to Grantee to evidence said indebtedness, bearing even date herewith, having a final maturity date of June 25, 2012, such note, as the same may be amended, renewed, replaced, or extended from time to time, being incorporated herein by this reference (as amended, renewed, replaced, or extended, the "Note");

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and in order to secure the payment of the Note and the Secured Indebtedness as defined hereinbelow, Grantor has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey, unto Grantee the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND situate lying and being in Coweta County, Georgia, and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof;

TOGETHER with all buildings, structures, and other improvements now or hereafter located on said property, or any part and parcel thereof; and

TOGETHER with all rights, title, and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of Grantor of, in, and to the same and of, in, and to every part and parcel thereof; and

TOGETHER with all fittings and fixtures, whether actually or constructively attached to said property and including all attached machinery, equipment, apparatus, and all trade, domestic, and ornamental fixtures, appliances, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon, or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor (hereinafter collectively called "Equipment") including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, cooking, incinerating, and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; boilers, ranges, furnaces, oil burners, or units thereof; appliances; air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; dishwashers; attached cabinets; partitions; ducts and compressors; rugs and carpets; mirrors; mantles; draperies; furniture and furnishings; all building materials, supplies, and equipment now or hereafter delivered to said property and intended to be installed therein; all additions to and renewals or replacements of all of the foregoing, and all proceeds and profits of all of the foregoing; and

SNV-COMMFDGA-277700

Page 1-10

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*lmm*

BOC000463

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting or leasing of the property, the improvements thereon, and Equipment; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the property, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by Grantee and of the reasonable attorneys' fees, costs, and disbursements incurred by Grantee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, Equipment, and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be expressly provided in Exhibit "B" attached hereto and by this reference made a part hereof; and Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

By execution hereof by the Grantor and acceptance hereof by the Grantee, the parties hereto hereby affirmatively state that they intend to create and establish a perpetual or indefinite security interest in favor of Grantee in the Premises conveyed hereby pursuant to Official Code of Georgia Annotated ("O.C.G.A.") § 44-14-80(a)(1) or § 44-14-80(a)(2), as applicable, and agree that title to the Premises conveyed hereby shall not revert to Grantor until the expiration of the longest period of time permitted under whichever of said subsections as shall be applicable to this conveyance; or if later, the date determined in accordance with O.C.G.A. § 44-14-80(b) or § 44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing conveyances of property to secure debt and security agreements and is not a mortgage.

This deed is made and intended to secure the payment of the indebtedness of Borrower to Grantee evidenced by the Note in accordance with the terms thereof, together with any and all other indebtedness or liability of any nature, whether direct or indirect, absolute, contingent or otherwise, now owing or which may hereafter be owing by Borrower to Grantee, however and whenever incurred, whether as principal, maker, endorser, guarantor, indemnitor, surety or otherwise, whether individually and separately or jointly with others (and whether or not such others are parties hereto), and all renewals, extensions or modifications of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

Grantor covenants and agrees as follows:

1. Payment of Secured Indebtedness. Grantor, if also Borrower, shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note or any other instrument or document pertaining to said Secured Indebtedness provided.

2. Taxes and Insurance Premiums. Grantor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed, or made against the Premises, this Instrument, or the Secured Indebtedness or any interest of Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for title insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor shall pay to Grantee (together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby if Grantor also is Borrower), on the installment-paying dates of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents, and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. In the event Grantee has required Grantor to pay to Grantee amounts estimated to be necessary to pay said taxes, assessments, insurance premiums and the like as provided hereinabove, then Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums, and rents next due, and Grantee shall pay said charges up to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall become a debt due by Grantor to Grantee, shall bear interest at the rate of

*aw*

interest specified in the Note from date of advancement, and shall be immediately due and payable to Grantee upon demand by Grantee. Grantee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3. Insurance Requirements; Damage and Destruction.

(a) Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, collapse, explosion, malicious mischief, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee not exceeding 100% of the full insurable value (replacement value) thereof; all insurance herein provided for shall be in form and written by companies approved by Grantee; and, regardless of the types or amounts of insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the proper application of any amount paid over to Grantor.

(b) Not less than ten (10) days prior to the expiration date of each policy of insurance required of Grantor pursuant to this Article 3, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

(c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with respect to all property conveyed and to be conveyed by this deed, pursuant to the provisions of this Article 3.

4. Maintenance of Premises. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all restrictive covenants, statutes, ordinances, and requirements of any governmental authority relating to the Premises and the use thereof or any part thereof. Grantor shall promptly repair, restore, replace, or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 6 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished, or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure, or other improvement at any time in the process of construction on the property herein conveyed. Grantor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without the express prior written consent of Grantee. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

5. Further Assurances. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder hereof from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements and assignments, so as to reaffirm, to correct, and to perfect the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof. Grantor, if also Borrower, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

6. Condemnation. Notwithstanding any taking of any property herein conveyed or agreed to be conveyed, by eminent domain, alteration of the grade of any street, or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Borrower shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or

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payment for such taking, alterations, injury, or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, in the sole discretion of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs, and disbursements incurred by Grantee in connection with the collection of such award or payment.

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7. Information Regarding the Premises. Grantor shall deliver to Grantee, at any time within thirty (30) days after notice and demand by Grantee, but not more frequently than once per month, (a) a statement in such reasonable detail as Grantee may request, certified by Grantor, of the leases relating to the Premises, and (b) a statement in such reasonable detail as Grantee may request, certified by Grantor, of the income from and expenses of any one or more of the following: (i) the conduct of any business on the Premises, (ii) the operation of the Premises, or (iii) the leasing of the Premises or any part thereof, for the last twelve (12)-month calendar period prior to the giving of such notice, and, on demand, Grantor shall furnish to Grantee executed counterparts of any such leases for the audit and verification of any such statement.

8. Events of Default. Each of the following events shall constitute an "Event of Default" under this deed:

(a) should Borrower fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable;

(b) should any warranty or representation of Grantor herein contained or should any warranty or representation of Borrower contained in the Note or should any warranty or representation of Grantor or Borrower contained in any instrument, transfer, certificate, statement, conveyance, assignment, or loan agreement given with respect to the Secured Indebtedness prove untrue or misleading in any material respect;

(c) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished, or materially altered so that the value of the Premises be diminished, except as provided for in Article 6 herein;

(d) should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or against the Premises and not be removed by payment or bond within thirty (30) days from date of recording;

(e) should a third party successfully assert the priority of a lien, security interest, or security deed over that of this deed;

(f) should Borrower or Grantor make any assignment for the benefit of creditors, or should a receiver, liquidator, or trustee of Borrower or Grantor or of any of Borrower's or Grantor's properties be appointed, or should any petition for the bankruptcy, reorganization, or arrangement of Borrower or Grantor, pursuant to the federal Bankruptcy Act or any similar statute, be filed, or should Borrower or Grantor be adjudicated as bankrupt or insolvent, or should Borrower or Grantor in any proceeding admit its insolvency or inability to pay its debts as they fall due or should Borrower or Grantor, if an individual, die, or should Borrower or Grantor, if a corporation, be liquidated or dissolved or its articles of incorporation expire or be revoked, or, if a limited liability company, partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;

(g) should Borrower or Grantor fail to keep, observe, perform, carry out, and execute in every particular their respective covenants, agreements, obligations, and conditions set out in this deed, the Note, or any other document or instrument securing or given with respect to the Secured Indebtedness, or should a default or event of default occur under the Note or any such other document or instrument;

(h) should any event occur under any instrument, deed, or agreement, given or made by Grantor to or with any third party, which would authorize the acceleration of any debt to any such third party the acceleration of which would materially affect Borrower's ability to pay when due any amounts owed to Grantee;

(i) should there occur any sale, transfer, leasing or encumbering of the Premises or any portion thereof, without the express prior written consent of Grantee;

(j) should there occur any change in the legal or equitable ownership of a controlling interest in Grantor, or any change in the management of Grantor, if in Grantee's sole judgment such change materially and adversely affects the ability of Grantor to perform Grantor's obligations under this deed; or

*(Handwritten mark)*



(k) should Grantee, in good faith, deem itself insecure regarding the payment of any of the Secured Indebtedness.

9. Remedies. Upon occurrence of an Event of Default, Grantee shall be entitled to exercise any one or more of the following remedies:

(a) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues, and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;

(b) pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any Event of Default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement, or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or other party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest specified in the Note, shall be a debt from Grantor to Grantee which shall be secured hereby and which shall be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim, or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(c) declare the entire Secured Indebtedness immediately due, payable, and collectible, subject to any notice provisions as provided herein, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable, and collectible;

(d) sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be, to the highest bidder for cash, first advertising the time, terms, and place of such sale by publishing a notice thereof once a week for four (4) consecutive weeks (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and, said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors, or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns, agent and attorney-in-fact to make such recitals, sale, and conveyance, and all of the acts of such attorney-in-fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title, and interest, equity of redemption, including all statutory redemption, homestead and all other exemptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums, and other charges, with interest at the rate of interest specified in the Note thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and reasonable attorneys' fees actually incurred and pay over any surplus to Grantor (in the event of deficiency, Borrower shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; 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 at law or in equity; or

(e) With respect to the Equipment and any other personal property and fixtures in which a security interest is herein granted, to exercise any or all of the rights accruing to a secured party under the Uniform Commercial Code of the State of Georgia (O.C.G.A. §11-9-101 et seq.) and any other applicable law. Grantor shall, if Grantee requests, assemble all tangible items of such personal property and make them available to Grantee at a place or places to be designated by the Grantee, which shall be reasonably convenient to the Grantor. Any notice required by law to be given by Grantee of any sale or other disposition of the

Equipment may be personally delivered to the Grantor or deposited in the United States mail with postage prepaid duly addressed to the Grantor at its address last known to Grantee at least ten (10) business days prior to such proposed sale or other disposition, and such shall constitute reasonable and legally sufficient notice to the Grantor of any such action.

Grantee, in any action to foreclose this deed, or upon the occurrence of any Event of Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises, or both, without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, at the election of Grantee, the Premises or any part thereof may be sold in one parcel and as an entirety, or in such parcels, manner, or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness is paid in full.

10. Waiver of Homestead Exemption Rights. If an individual, Grantor, for Grantor and Grantor's family, hereby waives and renounces all homestead exemption rights provided for by the Constitution and Laws of the United States or the State of Georgia in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof.

11. Time of the Essence. Grantor agrees that where, by the terms of the conveyance made herein, or the Note or any of the other Secured Indebtedness secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

12. Waiver. The interest of Grantee hereunder and the Secured Indebtedness secured hereby arise from a "commercial transaction" within the meaning of O.C.G.A. § 44-14-260. Accordingly, Grantor hereby expressly waives any and all rights which Grantor may have to notice prior to Grantee's seizure of any personal property which constitutes part of the Premises, whether such seizure is by writ of possession or otherwise. In addition, Grantor specifically waives any and all rights of Grantor under O.C.G.A. § 10-7-24, including any right to require Grantee to proceed against Borrower.

13. Exercise of Remedies No Bar to Subsequent Exercise. Grantee shall have the right from time to time to sue for any sums, whether interest, principal, or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee thereafter to enforce any appropriate remedy against Borrower or Grantor, including an action of foreclosure, or any other action, for a default or defaults by Borrower or Grantor existing at the time such earlier action was commenced.

14. Remedies Cumulative. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct, and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, and none of them shall be in exclusion of the others; all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

15. Notices. Except as otherwise provided in Article 9(e) hereof, every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by first class mail, postage prepaid (a) addressed to such person or persons, or their heirs or successors, at his, their, or its address last known to Grantee or (b) addressed to the street address of the Premises hereby conveyed, said notice so mailed being deemed given on the third day after the notice is mailed, or if earlier, on the date received by the addressee.

16. No Waiver of Future Compliance. Any indulgence or departure at any time by Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Borrower or Grantor.

17. Miscellaneous. The words "Grantor" and "Grantee" whenever used herein shall include all heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall

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conform thereto. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement and obligation of Grantor shall be and mean the several as well as joint undertaking of each of them.

18. Information Regarding Security Interest. For the purposes of complying with the Uniform Commercial Code, the parties agree that the respective addresses of Grantor, as Debtor, and Grantee, as Secured Party, are as follows:

Debtor:	<u>Tradewind, LLC</u>
	<u>1618 Main Street</u>
	<u>Sarasota, FL 34236-5811</u>
<hr/>	
Secured Party:	<u>Bank of Coweta</u>
	<u>110 Jefferson Street</u>
	<u>Newman, GA 30263</u>

19. Special Waivers. GRANTOR EXPRESSLY: (a) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN IN THIS DEED TO SECURE DEBT TO GRANTEE TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY BORROWER OR GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS DEED TO SECURE DEBT; (b) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES OF AMERICA, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS DEED TO SECURE DEBT; (c) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED TO SECURE DEBT, AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THIS DEED TO SECURE DEBT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR, AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING SAID DEED TO SECURE DEBT; (d) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY, AND WILLINGLY BY GRANTOR; AND (e) AGREES THAT GRANTOR'S RIGHT TO NOTICE SHALL BE LIMITED TO THOSE RIGHTS TO NOTICE PROVIDED BY THIS DEED TO SECURE DEBT AND NO OTHER.

20. Environmental Matters.

(a) For the purposes of this Article, "Hazardous Substance" shall mean any substance which is a hazardous substance as defined in CERCLA, or any other substance or material defined, designated, classified or considered as hazardous or toxic waste, hazardous or toxic material, or a hazardous, toxic, radioactive or dangerous substance under any Environmental Requirement.

"Environmental Activity" shall mean any actual, proposed or threatened use, storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, to, upon, in, under or above the Premises or otherwise relating to the Premises or the use of the Premises or any other activity or occurrence that causes or would cause any such event to exist.

"Environmental Requirements" shall mean all Superfund or Super Lien laws relating to any Hazardous Substance or Environmental Activity, and all other present and future federal, state and local laws, statutes, authorizations, judgments, decrees, concessions, grants, franchises, agreements, ordinances, codes, rules, regulations, orders and other governmental restrictions and requirements regulating, relating to or imposing liability or a standard of conduct concerning the environment or any Hazardous Substances or Environmental Activity including, without limitation, the following, as the same may be amended from time to time, and all regulations promulgated thereunder or in connection therewith:

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §6901 et seq. ("CERCLA"); Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901 et seq. ("RCRA"); Clean Air Act, 42 U.S.C. §§7401-7626; Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C.

§1251 *et seq.*; Federal Insecticide, Fungicide, and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978, 7 U.S.C. §136 *et seq.*; Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; Safe Drinking Water Act, 42 U.S.C. §300(f) *et seq.* and Georgia Underground Storage Tank Act, O.C.G.A. §12-3-1 *et seq.*

(b) Grantor certifies, represents and warrants to Grantee that: (i) Grantor and the Premises are in compliance in all material respects with all applicable Environmental Requirements; (ii) no investigations, inquiries, orders, hearings, actions or other proceedings by or before any governmental agency are pending or, to the best knowledge of the Grantor, threatened in connection with any Environmental Activity or alleged Environmental Activity; (iii) Grantor has no knowledge of the presence of any Hazardous Substances upon the Premises; (iv) Grantor has no knowledge of any facts or circumstances existing upon, in, under or above the Premises or relating to the Premises which may violate any applicable Environmental Requirement; (v) the use of the Premises for its intended purpose will not result in any Environmental Activity in violation of any applicable Environmental Requirements; (vi) Grantor has not engaged in any Environmental Activity and, to the best knowledge of the Grantor, no Environmental Activity has otherwise occurred, and no notice, order, directive, complaint or other communication, written or oral, has been made or issued by any governmental agency or other person or entity alleging the occurrence of any Environmental Activity in violation of any Environmental Requirements; (vii) Grantor has obtained and will at all times continue to obtain and maintain all licenses, permits or other governmental or regulatory approvals or consents, if any, necessary to comply with all Environmental Requirements relating to the Premises, and Grantor is and shall continue at all times to be in compliance with said licenses, permits, approvals or consents; and (viii) Grantor shall at all times, at its sole expense, comply in all material respects with all applicable Environmental Requirements relating to the Premises and the use thereof and will not engage in or otherwise permit the occurrence of any Environmental Activity in violation of any applicable Environmental Requirement.

(c) Grantor hereby grants to Grantee an easement over the real property constituting a part of the Premises for the purpose of inspecting said property for compliance with Environmental Requirements, said easement to include the right of Grantee to perform any inspections, tests, soil samples and/or other investigations of said property to determine the environmental conditions thereof at any time or times as shall be determined by Grantee (such inspections or other investigations to be coordinated with Grantor and performed at such times so as not to interfere unreasonably with any business operations of the Grantor thereon). Said easement shall continue in existence so long as any amount of the Secured Indebtedness shall remain outstanding. Nothing contained herein shall be deemed to impose any obligation whatsoever upon Grantee to perform any such inspections or other investigations of said property.

(d) Grantor shall indemnify and hold Grantee harmless from and against any and all claims, demands, damages, judgments, liabilities, injuries, litigation and other proceedings and costs and expenses (including reasonable attorneys' fees and disbursements) which accrue against or are incurred by Grantee and arise directly or indirectly from or out of or in any way connected with (i) the failure of any representation or warranty contained in this Article 20 to be true and correct in all respects; (ii) the presence of any Hazardous Substance upon the Premises; or (iii) the occurrence of any Environmental Activity or any failure of Grantor or any other person or entity to comply with all applicable Environment Requirements relating to the Premises.

21. Subrogation. Grantor and Grantee agree that Grantee shall be subrogated to the claims and liens of all parties whose claims and liens against the Premises are discharged or paid with the proceeds of the Note secured hereby.

22. Binding Effect. This deed shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.

23. Applicable Law. This deed shall be governed and construed in accordance with the laws of the State of Georgia.

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IN WITNESS WHEREOF, this deed has been duly executed, sealed and delivered by Grantor the day and year first above written.

Signed, sealed and delivered, in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_  
Comm. Exp. \_\_\_\_\_

(Notarial Seal)

GRANTOR:

\_\_\_\_\_  
(SEAL)

GRANTOR:

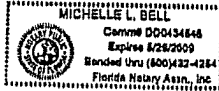
\_\_\_\_\_  
(SEAL)

Signed, sealed and delivered in the presence of:

*[Signature]*  
\_\_\_\_\_  
Unofficial Witness

*Michelle R Bell*  
\_\_\_\_\_  
Notary Public

State of Florida  
County of Sarasota  
Comm. Exp. 3/29/09



GRANTOR: TRADEWIND, LLC

By: *Arthur Nadel*  
\_\_\_\_\_  
Arthur Nadel

Title: Manager

Attest: *Marguerite Nadel*  
\_\_\_\_\_

Title: CO-MANAGER

[CORPORATE SEAL]

EXHIBIT "A"

All those tracts or parcels of land situate, lying and being in Land Lot 102 of the 2<sup>nd</sup> Land District, Coweta County, Georgia, being more particularly identified as Parcel 2, containing 3.265 acres (located on said Parcel 2 are Buildings #1, #2, #3, #4 and #5) and Parcel 1A, containing .319 acres (located on said Parcel 1A is Building #7), all as shown on plat of property prepared by John R. Christopher, Georgia Registered Land Surveyor dated 4/27/04, last revised 6/13/06 for Pegasus Associates, Inc. & Coweta County Airport Authority, said plat of record in Plat Book 88, Page 124, Office of the Clerk, Coweta County Superior Court, reference to which plat is hereby made for a more particular description of said Parcel 2, containing 3.265 acres (located on said Parcel 2 are Buildings #1, #2, #3, #4 and #5) and Parcel 1A, containing .319 acres (located on said Parcel 1A is Building #7) herein conveyed.

(a)

## EXHIBIT B

KNOW ALL MEN BY THESE PRESENTS, THAT FOR AND IN CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt and sufficiency whereof are hereby acknowledged by Grantor, and in order to secure the indebtedness and other obligations of Grantor hereinafter set forth, Grantor does hereby GIVE, BARGAIN, GRANT, ASSIGN, SELL, TRANSFER and CONVEY unto Lender, and its successors and assigns, all of the following described property (hereinafter collectively referred to as the "Property");

(a) All of Grantor's leasehold estate in and to that certain tract or parcel of land located in the County of Coweta, State of Georgia, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter sometimes referred to as the "Leasehold Parcel"), created by virtue of that certain Lease Agreement with Newman-Coweta County Airport Authority and Pegasus Associates, LLC, with a term beginning June 1, 2004 and expiring May 31, 2029, referred to in that certain Memorandum of Ground Lease between Newman Coweta County Airport Authority and Pegasus Associates, LLC dated April 20, 2006 and recorded in Deed Book 2952, Page 727, Office of the Clerk, Coweta County Superior Court and transferred in that certain Assignment of Lease by Pegasus Associates, LLC to Tradewind, LLC dated June 7, 2007, of record in Deed Book 3220, Page 41, Office of the Clerk, Coweta County Superior Court, together with any amendments, between Grantor as "Tenant" and Newman-Coweta County Airport Authority "Landlord" (hereinafter referred to as the "Ground Lease") and all of Grantor's right, title and interests thereunder, including any after-acquired title or reversion, in and to the rights of way, streets and alleys adjacent thereto, and all easements, rights of way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewers, sewer rights, waters, water courses, water rights and powers, oil, gas and other minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the above mentioned land or under or above same, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to said tracts or parcels of land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor, and the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same (hereinafter collectively referred to as the "Land"); and

(b) All of Grantor's interest in the buildings, structures, parking areas, landscaping, and other improvements of every nature now or hereafter situated, erected or placed on the Land (hereinafter referred to as the "Improvements"), and all materials intended for construction, reconstruction, alteration and repairs of the Improvements now or hereafter erected, all of which materials shall be deemed to be included within the Improvements immediately upon the delivery thereof to the Land; and . . .

*Habendum:*

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Lender and the successors and assigns of Lender, in fee simple forever as to all of the Property except the Leasehold Parcel, and to the full extent of the leasehold estate as to the Leasehold

Parcel; and Grantor covenants that Grantor is lawfully seized and possessed of the Property, and holds marketable fee simple absolute title to the Property (except the Leasehold Parcel), and holds the marketable leasehold estate to the Leasehold Parcel, and has good right to convey the Property, and that the conveyances in this Security Deed are subject to only those matters (hereinafter referred to as the "Permitted Encumbrances") expressly set forth in Exhibit "B" attached hereto and by this reference made a part hereof. Except for the Permitted Encumbrances, Grantor does warrant and will forever defend the title to the Property against the claims of all persons whomsoever.

*Include within Default, Acceleration and Foreclosure Provision:*

The term "Default", wherever used in this Security Deed, shall mean any one or more of the following events:

(a) Failure by Grantor to duly observe or perform any term, covenant, condition or agreement in the Ground Lease beyond any applicable notice and cure periods provided therein, or any termination or cancellation of the Ground Lease;

*Provisions Applicable to the Ground Lease.*

(a) Grantor hereby represents and warrants to Lender as follows:

(i) That the interest of the "Tenant" under the Ground Lease is presently vested in Grantor.

(ii) That the Ground Lease is in full force and effect and has not been modified or amended.

(iii) That all rents reserved in the Ground Lease have been paid to the extent same was payable prior to the date hereof

(iv) That there is no existing default (or occurrence which with the giving of notice or the lapse of time would constitute a default) or grounds for default under the provisions of the Ground Lease or in the performance of any of the terms, covenants, conditions or warranties thereof on the part of the Lessee to be kept, performed and observed thereunder.

(b) Grantor covenants with Lender as follows:

(i) That Grantor will at all times promptly and faithfully keep and perform, or cause to be kept and performed, all the covenants and provisions contained in the Ground Lease; and Grantor further covenants that it will not do or permit anything to be done, the doing of which will impair or tend to impair the security hereof, or will be grounds for declaring a forfeiture or termination of the Ground Lease or Grantor's right to possession thereunder. Grantor shall promptly pay the rents, taxes, assessments and all other sums payable by Grantor as Tenant under the Ground Lease according to the terms thereof, as the same shall become due and payable; shall comply with and perform each and every covenant of the Ground Lease on its part to be performed within the time limitations therein specified; shall not default in any other particular under the Ground Lease; and shall not do or suffer to be done any act or thing whereby the Ground Lease, or Grantor's right to possession thereunder, could be terminated. Grantor hereby specifically, but without limitation, assigns to Lender its rights under the Ground Lease to exercise the purchase option set forth therein and agrees that it shall not exercise such option without Lender's prior consent. Grantor shall promptly exercise such option at Lender's demand, provided that Lender advances the purchase price under the terms of the loan evidenced

*(Handwritten mark)*



by the Note. Grantor acknowledges that Lender is hereby authorized to exercise such option at any time on Grantor's behalf. Grantor, upon written request of Lender, shall, within fifteen (15) days after the same shall have become due and payable, file with Lender a receipt or other satisfactory evidence showing payment to have been duly made of all rent and other sums payable by Grantor under the terms of the Ground Lease.

(ii) That in the event of any failure by Grantor to perform any covenant on the part of Tenant to be observed or performed under the Ground Lease, or upon receipt by Lender from the Landlord under the Ground Lease of any written notice of the occurrence of an event of default by the Tenant thereof, Lender may take any action deemed by Lender in its reasonable discretion to be necessary or advisable to cure such event of default even though the existence of such event of default or the nature thereof be questioned or denied by Grantor or by any party on behalf of Grantor. Grantor hereby expressly grants to Lender, and agrees that Lender shall have, the absolute and immediate right to enter in and upon the Leasehold Parcel or any part thereof to such extent and as often as Lender, in its discretion, deems necessary or desirable in order to prevent any default or to cure any event of default by Grantor. Lender may pay and expend such sums of money as Lender, in its discretion, deems necessary for any such purpose and upon so doing shall be subrogated to any and all rights of Grantor as Tenant under such Ground Lease, and Grantor hereby agrees to pay to Lender, immediately and without demand, all such sums so paid and expended by Lender together with interest thereon from the date of such payment at the default rate set forth in the Note. All sums so paid and expended by Lender and the interest thereon shall be secured by the lien of this Security Deed. Any performance by Lender of any of the obligations of Grantor as Tenant under the Ground Lease shall not be effected to remove or waive, as between Lender and Grantor, the corresponding default under this Security Deed and Security Agreement occasioned by the default under the Ground Lease.

(iii) That Grantor will not modify, extend or in any way alter the terms of the Ground Lease, or cancel or surrender or fail to extend the Ground Lease, or waive, excuse, condone or in any way release or discharge the Landlord thereunder, of or from the obligations, covenants, conditions and agreements by Landlord to be done and performed; and Grantor by these presents expressly releases, relinquishes and surrenders unto Lender all of its right, power and authority to cancel, exercise options, surrender, amend, modify, terminate or alter in any way the terms and provisions of the Ground Lease; any attempt on the part of Grantor to exercise any such right without the written authority and consent of the Lender thereto being first had and obtained shall be null and void.

(iv) That Grantor will not subordinate or consent to the subordination of the Ground Lease to any mortgage, security deed, deed of trust, lease or other interest on or in any of the Landlord's interest in all or any part of the Property, unless, in each such case, the written consent of Lender shall have been first had and obtained.

(v) That Grantor will not, without the prior written consent of Lender, permit the fee title to the Property or any part thereof to merge with the leasehold estates created by the Ground Lease, but shall keep such estates separate and distinct notwithstanding the union of such estates whether in the Landlord under the Ground Lease, or in Grantor, or in a third party, by purchase or otherwise; and in the event Grantor acquires the fee title or any other additional estate, title or interest in the Leasehold Parcel, this Mortgage shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such



BK:3220 PG:55

fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and covered by this Security Deed and Security Agreement. Grantor shall, on written request by Lender, cause to be executed and recorded all such other and further assurances or other instruments in writing as may in the opinion of Lender be required to carry out the intent and meaning hereof.

(vi) That Grantor will promptly deposit with the Lender an exact copy of any notice, communication, plan, specification or other instrument or document received or given by it in any way relating to or affecting the Ground Lease.

*(Handwritten mark)*

BOC000476

**EXHIBIT B**

*{00041112.DOCX}*

## PROOF OF CLAIM FORM

SECURITIES AND EXCHANGE COMMISSION,  
Plaintiff,

v.  
ARTHUR NADEL, SCOOP CAPITAL, LLC, SCOOP  
MANAGEMENT, INC.,  
Defendants,  
SCOOP REAL ESTATE, L.P., VALHALLA INVESTMENT  
PARTNERS, L.P., VALHALLA MANAGEMENT, INC.,  
VICTORY IRA FUND, LTD., VICTORY FUND, LTD.,  
VIKING IRA FUND, LLC, VIKING FUND, LLC, AND  
VIKING MANAGEMENT, LLC,  
Relief Defendants.

Name and address of Claimant  
(Please print or type):

Bank of Coweta  
P.O. Box 1218  
Newnan, GA 30264

Case Number: 8:09-CV-00087-T-26TBM  
U.S. District Court Middle District of  
Florida (Tampa Division)

### ATTENTION:

The Honorable Richard A. Lazzara of the United States District Court, Middle District of Florida, entered Orders appointing Burton W. Wiand as Receiver of SCOOP CAPITAL, LLC; SCOOP MANAGEMENT, INC.; SCOOP REAL ESTATE, L.P.; VALHALLA INVESTMENT PARTNERS, L.P.; VALHALLA MANAGEMENT, INC.; VICTORY FUND, LTD.; VICTORY IRA FUND, LTD.; VIKING IRA FUND, LLC; VIKING FUND, LLC; VIKING MANAGEMENT, LLC; VENICE JET CENTER, LLC; TRADEWIND, LLC; LAUREL MOUNTAIN PRESERVE, LLC; LAUREL PRESERVE, LLC; THE MARGUERITE J. NADEL REVOCABLE TRUST UAD 8/2/07; THE LAUREL MOUNTAIN PRESERVE HOMEOWNERS ASSOCIATION, INC.; THE GUY-NADEL FOUNDATION, INC.; LIME AVENUE ENTERPRISES, LLC; A VICTORIAN GARDEN FLORIST, LLC; VIKING OIL & GAS, LLC; and HOME FRONT HOMES, LLC (individually, "Receivership Entity," and collectively, "Receivership Entities"). On April 21, 2010, the Court issued an Order establishing a Claim Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. In order to be eligible to receive a distribution from the Receivership Entities' assets, you must complete and return this Proof of Claim Form and, if applicable, provide the requested documentation, so that it is received on or before **September 2, 2010, to Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607.** *The proper filling of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted.*

The information provided in this Proof of Claim Form will be used to calculate your distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided in order to determine the proper distribution amount, if any, to which you may be entitled. The Receiver further has the right to amend any information he may have provided as to your Net Investment Amount. **By identifying and providing a Net Investment Amount for an account the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.**

### IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM

ANY PERSON OR ENTITY SUBMITTING THIS PROOF OF CLAIM FORM SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS TO ANY CLAIMS, OBJECTIONS, DEFENSES, OR COUNTERCLAIMS THAT COULD BE OR HAVE BEEN ASSERTED BY THE RECEIVER AGAINST SUCH CLAIMANT OR THE HOLDER OF SUCH CLAIM IN CONNECTION WITH THIS RECEIVERSHIP, INCLUDING THOSE ARISING OUT OF (1) ANY DEALING OR BUSINESS TRANSACTED BY OR WITH ANY RECEIVERSHIP ENTITY OR (2) ANY DEALING OR BUSINESS TRANSACTED THAT RELATES IN ANY WAY TO ANY RECEIVERSHIP PROPERTY. FURTHER, CLAIMANTS WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CLAIMS, OBJECTIONS, DEFENSES, AND COUNTERCLAIMS. IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS NOT RECEIVED BY THE RECEIVER AT THE ABOVE-REFERENCED ADDRESS BY **SEPTEMBER 2, 2010**, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

**General Instructions:**

You must answer each and every question. Please answer each question as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." Do not write "NA," "N/A" or the like. If the answer to the question is "no" or "none," please answer as such.

1. Full name of person completing this form. H. Matthew Horne
2. If this form is being completed on behalf of a person or entity other than the person listed in question 1, please provide the name of the person or entity with an interest in the Receivership Entities' assets.

Synovus Bank formerly Bank of Coweta

3. If this form is being completed on behalf of an entity, please provide the full name of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.

Synovus Bank is a publicly traded entity, so it is not possible to answer question #3.

4. Current address and telephone number of person completing this form.

H. Matthew Horne, Rosenzweig, Jones, Horne & Griffis, P.C., P.O. Box 220

Newnan, Georgia 30264 (770) 253-3282

5. Current address and telephone number of person or entity with an interest in the Receivership Entities' assets (if different from answer to question 4).

Synovus Bank, P.O. Box 1218, Newnan, Georgia 30264

6. Provide one mailing address where you (or the person/entity on whose behalf you are acting) authorize the receipt of all future communications relating to this claim, including any possible distribution payment you may receive. It is your responsibility to advise the Receiver of any change to this address after the submission of this form.

P.O. Box 220, Newnan, Georgia 30264

Physical Address: 32 South Court Square, Newnan, Georgia 30263

7. Please refer to Exhibit A attached to this document. If sufficient information is available, this Exhibit provides the following information for the identified "account:" (1) the total amount invested; (2) the total amount received; and (3) the Net Investment Amount. If you received funds unrelated to your investment in an "account" (for example, incentive fees), those amounts will also appear in the attached Exhibit. Do the amounts listed in the Exhibit accurately represent the amount of your investment into and all amounts received from that account and any other funds you received from the Receivership Entities? Failure to respond to this question will mean that you agree with the amounts listed in the Exhibit.

Yes  No.

If you answered yes, you do not have to respond to questions 8 and 9.

8. Please provide the following information regarding your investment in or with, or interest in, any Receivership Entity, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer:

1<sup>st</sup> investment in or with the Receivership Entities:

totaled \$ \_\_\_\_\_  
was made on \_\_\_\_\_ (date);  
through a check (or wire transfer) made payable to \_\_\_\_\_ and drawn on account number \_\_\_\_\_ with \_\_\_\_\_ (Identify financial institution); for \_\_\_\_\_ (Identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If applicable, 2<sup>nd</sup> investment in or with the Receivership Entities:

totaled \$ \_\_\_\_\_  
was made on \_\_\_\_\_ (date);  
through a check (or wire transfer) made payable to \_\_\_\_\_ and drawn on account number \_\_\_\_\_ with \_\_\_\_\_ (Identify financial institution); for \_\_\_\_\_ (Identify the purported fund or other entity through which your investment in or with the Receivership Entities was made).

If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee (or recipient) of the check (or wire transfer), (4) the account number and financial institution holding the account, and (5) the purported fund or other entity through which your investment in or with the Receivership Entities was made.

**Total amount you are claiming you invested in the Receivership Entities: \$ 931,367.08**

9. Have you ever received any amount from a Receivership Entity, either as a distribution on your investment or for any other reason?  Yes  No. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers. Regular loan payments were made pursuant to the terms of the loan and additional documentation can be provided if necessary.

	<u>Date</u>	<u>Amount</u>	<u>Payor/Payee of check/wire</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

If any additional amounts were received from any Receivership Entity, please attach a separate sheet identifying those amounts, the dates on which they were received, and the payor and payee of the check(s) or wire transfers.

**Total amount you are claiming you received from the Receivership Entities: \$ \_\_\_\_\_**

10. Was any deposit into this account transferred from any other account with any Receivership Entity?  Yes  No. If yes, please identify the date of any such transfer(s), the account name(s) and Receivership Entity from which the funds were transferred, and the amount of the transfer(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Was your investment funded in any part with an investment in or funds received or transferred from any "investment club" operated by Arthur Nadel, such as Harmony Investment Club, Indigo Investment Club, or Traders Investment Club? \_\_\_\_\_ Yes  No.

If you answered yes, please identify with specificity the funds received or transferred, the date of any such transfer, and the name of the investment club from which the funds originated.

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12. Have you filed or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings; or made any demands against any person or entity, relating in any way to your investment in or with any Receivership Entity, including against (i) financial institutions; (ii) employees, officers, directors, representatives, other investors, or shareholders of any Receivership Entity; (iii) brokers or agents; or (iv) any other person or entity? \_\_\_\_\_ Yes  No.

If you answered yes, please identify with specificity the nature and status of any lawsuits, arbitrations, actions, other proceedings or demands that you have filed, made or otherwise commenced. Please include the name of the attorney and/or firm who commenced any such proceeding or made any such demand on your behalf.

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13. If you were not an investor in a Receivership Entity, state how you claim an interest in any distribution by the Receivership Entities (for example, if you are the beneficiary of a deceased investor, the investment was assigned or sold to you, or you provided services or goods to the Receivership Entities for which you have not been paid).

Bank of Coweta holds a secured claim against Tradewinds, LLC. The claim is secured by a leasehold security deed in 5 T-hangers and 1 box hanger located in Coweta County, Georgia as well as UCC-1 financing statements and assignments of ground lease and subtenant leases.

14. Did you receive anything of value other than money from any Receivership Entity at any point in time (for example, fax machines, shares of stock)? \_\_\_\_\_ Yes  No. If yes, please identify what you received, from whom, and the date on which you received it.

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15. Identify your primary contact person(s) at the Receivership Entities.

Art Nadel and Chris Nadel

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16. List any other employees or other representatives of any Receivership Entity or anyone else associated with a Receivership Entity, including any accountant (such as Michael Zucker), lawyer (such as lawyers associated with Holland & Knight LLP), or investment or trading representative (such as anyone associated with Shoreline Group, LLC) with whom you communicated or dealt.

None

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17. Please identify with specificity the way in which you came to learn about the Receivership Entities and thereafter invest in or with any of them, including the person who introduced you to the Receivership Entities, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of the Receivership Entities, information that you relied on, and any other information.

Bank was contacted by the receiver regarding secured loan and lease payments.

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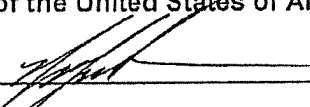
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Please submit this completed and signed, under penalty of perjury, Proof of Claim Form and legible copies of any documentation requested in this form to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood., Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607** SO THAT IT IS RECEIVED NO LATER THAN **SEPTEMBER 2, 2010**.

IF YOU DO NOT AGREE WITH ANY AMOUNTS PROVIDED ON EXHIBIT A OR NO AMOUNTS WERE PROVIDED ON EXHIBIT A, YOU MUST PROVIDE ALL DOCUMENTS OR OTHER MATERIAL THAT IS RELATED IN ANY WAY TO YOUR INVESTMENT IN THE RECEIVERSHIP ENTITIES, OR, IF YOU ARE NOT AN INVESTOR, TO YOUR CLAIM AGAINST A RECEIVERSHIP ENTITY, INCLUDING COPIES OF YOUR CANCELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING THE TRANSFER OF FUNDS INVESTED AND RECEIVED, STATEMENTS FROM THE RECEIVERSHIP ENTITIES, WIRE TRANSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM(S).

Sign, date, print your name and title, if any.

By signing below, I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 which forms part of the laws of the United States of America that the information provided in this form is true and correct.

Sign:  \_\_\_\_\_

Print Name: H. Matthew Horne

Date: August 26, 2010

Title: Attorney



**EXHIBIT A**

**Account Name:**

**Fund Name:**

**Amount Invested:**

**Total Payments:**

**Net Investment Amount:**

*The Receiver has determined not to specify a Net Investment Amount for the above-named account, entity and/or individual. Please respond to questions 8 and 9 on the Proof of Claim Form and provide all documents and other material that supports and otherwise relates in any way to your claim, including copies of cancelled checks, bank or other financial account statements showing the transfer of funds invested and received, statements from the Receivership Entities, wire transfer confirmations, and any other documents regarding your claim.*

THE RECEIVER HAS PROVIDED THE ABOVE INFORMATION BASED UPON DOCUMENTS AVAILABLE TO HIM. THESE FIGURES ARE BELIEVED TO BE ACCURATE AND REASONABLE CONCLUSIONS. PLEASE CAREFULLY REVIEW THE ABOVE AMOUNTS. IF THE NUMBERS PROVIDED ARE NOT CONSISTENT WITH YOUR RECORDS, IT IS YOUR OBLIGATION TO PROVIDE TRUE AND CORRECT INFORMATION TO THE RECEIVER. IF YOU CONFIRM THAT THE ABOVE AMOUNTS ACCURATELY REPRESENT THE AMOUNT INVESTED INTO AND ALL AMOUNTS RECEIVED FROM THE ABOVE-NAMED ACCOUNT AND ANY OTHER FUNDS YOU RECEIVED FROM THE RECEIVERSHIP ENTITIES, YOU ARE DOING SO UNDER PENALTY OF PERJURY.

BY IDENTIFYING AND PROVIDING THE ABOVE FIGURES, THE RECEIVER DOES NOT WAIVE ANY RIGHT TO (1) DENY, CONTEST THE VALIDITY OF, OR OTHERWISE OBJECT TO A CLAIM OR, (2) IF WARRANTED, AMEND ANY OF THE PROVIDED FIGURES.