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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

1:23-CV-5541

ADRIAN M TISDALE (Individually)
RE: M & T REAL ESTATE GROUP II, INC

Case No.

Plaintiff,

**COMPLAINT FOR INJUNCTIVE,
DECLARATORY, & MONETARY
RELIEF; JURY TRIAL DEMAND**

Vs

COMMERICAL PROPERTY APPRAISERS
LLC; ARDALAN FATHI (aka) ART FATHI.
SKYBEAM CAPITAL REIT LLC.
ACCURATE GROUP LLC

Defendants.

INTRODUCTION

(1). Plaintiff Adrian M Tisdale, an African American female, invested in the American dream of all entrepreneurs to own a commercial building worth in excess of one million dollars. On June 22, 2022 and thereafter, Plaintiff invested approximately \$500,000.00 of which \$347,000.00 cash funds was used as down payment and points fees to purchase a commercial building in Olde Town Conyers Georgia 30012 in Rockdale County, Georgia. The balance was used for repairs and upgrade. We moved into the commercial building on June 23, 2023. The purchase price was \$1,037,500.00 and Defendants Skybeam Capital REIT LLC was paid \$495.00 processing fee, \$1000.00

1 underwriting fee, 2 points origination fees for \$14,525.00 plus 2 points and broker
2 processing was paid to Baker, Collins & Company in the amount of \$15,520.00. *See*
3 *Exhibit "1"* After spending over one hundred thousand dollars on renovations that
4 increased the value and upgraded many features. Defendant Ardalan Fathi (aka) Art Fathi,
5 a licensed real estate appraiser, was hired through a none involved party, AMC Accurate
6 Group LLC on behalf of defendant Skybeam Capital REIT LLC to inspect the commercial
7 property located at 955 Commercial Street NE, Conyers Ga 30012 to prepare an appraisal
8 report. Defendant Ardalan Fathi concluded that the current market value of M & T Real
9 Estate Group II, Inc building was **\$895,000**. *See Exhibit "2"*
10
11

12
13 (2). In preparing the report and estimating the value of the building owned by M & T
14 Real Estate Group II, Inc, Plaintiff contend that defendant Ardalan Fathi took into
15 account that the Plaintiff Black female and the current and historical racial
16 demographics of the building owner and location in the unincorporated is known as City
17 of Conyers Olde Town Historical district within city limits. Defendant Fathi
18 downgraded value without recourse or consequences. Not only was race a factor, in
19 court under oath (*Bankruptcy hearing October 5, 2023 recorded testimony*) defendant
20 Fathi testified that he downgraded the appraisal report for the following reasons:
21

- 22
23 a. Defendants Skybeam capital REIT LLC directed by Jeff Dimock demanding
24 that defendant Fathi appraise the property as if it were **"empty"** instead of
25 occupied to downgrade value for the Lenders resale purposes when defendant
26 Fathi was aware it had tenants. Defendants Fathi was informed by Plaintiff
27 that we had 4 tenants who collectively rented 13 spaces in the building.
28

1 Intentionally with malice describe the tenants as “renting a small portion of
2 the subject’s overall building size” . *See Exhibit “2” page 2 of his appraisal*
3 *report*. Full Appraisal report is located in *Case #23-52191 pwb Doc 88 filed*
4 *10/2/2023*. When in “fact” Suite 100 (4 rooms) was rented; Suite 101 was
5 rented (4 rooms); Suite 102 was rented (1) room and 1 available for rent; Suite
6 104 was rented (1 room) with 3 available for rent; Suite 105 was rented (3
7 rooms). So out of 17 office space rooms, not to include the Mail & Go,
8 Restaurant/Bistro and Spa areas – 13 rooms were occupied and 76% of office
9 space was rented at that time. Each office door within the hall lead to an Office
10 Suite that hold 3 to 4 rooms each. Defendants Fathi never went into any suite
11 when offered by Plaintiff. We were also in the process of setting up tables in
12 the hallway and setting up floral arrangement when defendant Fathi arrived.
13 He had no interest in taking any of those pictures we would have finished
14 before he completed his appraisal report. *See Exhibit “2.1”- before and after*
15 *renovation pictures*

16
17
18
19 i. So, the defendants wanted the appraisal report to be lowball,
20 taking pictures at an angle to show the building in a detrimental
21 light so defendants could prove to the Judge the building was
22 not worth more than \$895,000.00 for defendants to make a
23 profile at resale.

24
25 ii. Defendant was emailed on 8/17/2023 in response to his email
26 to Plaintiff requesting building information. Defendant Fathi
27 was advised that approximately \$125,00.00 in improvements
28

1 were made to the building. *See Exhibit "2" – Table of*
2 *Contents – Improvements page 30 and "2.2"- email advising*
3 *of upgrades and repairs*

4
5 iii. Defendant Fathi was aware of improvements prior to the
6 completion of his appraisal report and never listed any such
7 improvements in his appraisal report to give any improvement
8 value as demanded by Jeff Dimock to downgrade appraisal
9 report *See Exhibit "2.3"- page 30*

10
11 b. Defendant Fathi in violations of USPAP Standards used substandard
12 properties as comps plus deducted \$218,000.00 from the value calculated as
13 rent reduction the overall value. The defendant Fathi did not make any
14 adjustment to other comps for their vacancies and had no knowledge of "true"
15 vacancy of those comps. Defendant Fathi was advised that we had tenants
16 who occupied the building from 2022.

17
18 c. In an overall assessment of the Appraisal report a USPAP Standard review
19 worksheet was used to review this appraisal report. Plaintiff is a licensed
20 mortgage broker in the State of Georgia and have reviewed thousands of
21 appraisal report in her line of employment with Lenders. Therefore, this
22 worksheet was used in the review and this appraisal report would have been
23 rejected by any Lender for the reasons listed on the review sheet. *See Exhibit*
24 *"2.4"*

25
26 d. Defendant Fathi first advised that he did not need leases or expense
27 information and it was not until speaking to defendant Skybeam Capital REIT
28

1 LLC, Jeff Dimock requested information on August 16, 2023 via email.
2 Defendant Fathi never asked for any leases to be used as part of the appraisal
3 process while in the building. The expenses listed in the report are fiction
4 made up by Defendant Fathi not to include all expenses, never asking Plaintiff
5 for any expense report or documentation regarding expenses.
6

- 7 e. Defendant Fathi never took any measurements of the building, never took a
8 full set of pictures of the interior took one picture of the smallest bathroom,
9 when the building property had 5 bathrooms, a water fountain in the lobby, 20
10 offices, conference rooms etc...or exterior to show parking lot pad with 21
11 spaces.
12

13 **Especially, since** this appraisal report was being offered in an *evidentiary*
14 *hearing* as a “true independent” evaluation to reflect **the building true** value
15 when value was being steered by the **Jeff Dimock** in violation of 2022 Georgia
16 Code Title 43 - Professions and Businesses Chapter 39A - Real Estate
17 Appraisers § 43-39A-18 (b) (2). Penalties for Violations; Unfair Trade
18 Practices; Civil Judgments. An act or Omission involving dishonesty, fraud, or
19 misrepresentation with the intent to substantially benefit an appraiser or another
20 person or with the intent to substantially injure another person.
21

- 22 f. To reduce value due to Plaintiff race
23
24 g. To reduce value for defendants financial greed to steal from an African
25 American female using a fraudulent appraisal report.
26
27 h. On **April 9, 2022**, approximately 15 months prior this building was appraised
28 by another appraiser Kayla Schlemmer a Georgia certified Appraiser #3329

1 for commercial property with a valuation of \$1,050,000.00 *See Exhibit "3"* –
2 *Appraisal Report* and the building was “empty” at the time of appraisal
3 completion with no tenants or rent roll. –

4
5 i. Appraiser Kayla Schlemmer gave a full description in April 2022 appraisal
6 report of the location *See Exhibit "3.1"* outlining the historical value of this
7 building.

8 j. Not only does this building have additional historical value it's in its prime
9 located in the heart of other thriving huge businesses (i.e. Home Depot,
10 Walmart, and famous major chain restaurants) and interstate 20, minutes away
11 for resale value. That alone in itself gives more significance to its true value.
12 *See Exhibit "3.2"*

13
14 k. Appraiser Kayla Schlemmer in her Site Description, under #4 reflect private
15 parking. Behind the building on the survey site map. *See Exhibit "3.3"*
16 Additionally she shows that the building is actually 12,600 square feet and has
17 rentable loft area of 10,122 square feet. *See Exhibit "4"*

18
19 l. On the other hand, Defendant Fathi in his sworn testimony under oath, and
20 report continues to claim the property is only 10,291 square feet when in
21 actuality the property building is 12,600 square feet continually being
22 compared to buildings that were 6,000 square feet ½ the size of the subject
23 property 955 Commercial St NE Conyers Ga 30012 with a limited amount of
24 comps which downgraded the report of \$895,000.00.
25
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1 (3) Additionally, Defendant Fathi used actual square footage of each comp building
 2 comparable and "not" rental square footage space, while not using the actual size of
 3 our building 12,600 and only comparing rental space. Not comparing apple to apple
 4 square footage to downgrade Plaintiff building. *Exhibit "3"* – pg. #5 *Summary and*
 5 *Conclusion* - appraiser Kayla Schlemmer a Georgia certified Appraiser #3329 report
 6 completed April 9, 2022. Defendant Fathi appraisal report page 61 indicating a formula
 7 he used to subtract \$218,000.00 from the value with an end result of \$895,000.00,
 8 claiming defendant Skybeam Capital REIT LLC wanted him to appraise the building
 9 empty. *See Exhibit "5"*

10
 11
 12
 13 (4) Defendant Fathi never made such a subtraction adjustment of \$218,000.00 on
 14 Comp #2, 3 or 4 who did not have any rent roll of income at all. Defendant Fathi report

15
 16 **Capitalization Rate Conclusion**

The appraiser surveyed the local market, and it appears that interest rates and capitalization rates have been increasing steadily over the past 12 months. The appraiser has concluded to a capitalization rate of 9.50% for the subject property, which appears reasonable overall.

17
 18 **Direct Capitalization Analysis**

DIRECT CAPITALIZATION SUMMARY			
		\$/SF/Yr	Total
Income			
Potential Rental Income		\$14.00	\$144,074
Adjusted Rental Income		\$14.00	\$144,074
Vacancy Loss	5.00%	(\$0.70)	(\$7,204)
Credit Loss	1.00%	(\$0.14)	(\$1,441)
Effective Gross Income		\$13.16	\$135,430
Expenses			
Real Estate Taxes		\$1.08	\$11,128
Repairs & Maintenance		\$0.29	\$3,000
Property Insurance		\$0.70	\$7,189
Management Fee	5.00%	\$0.66	\$6,771
Nonreimbursable Landlord Expense		\$0.10	\$1,029
Reserves for Replacement		\$0.06	\$617
Operating Expenses		\$2.89	\$29,735
Operating Expense Ratio			21.96%
Net Operating Income		\$10.27	\$106,694
OAR			9.50%
Indicated "Stabilized" Value			\$1,112,574
Rounded			\$1,113,000
Lease-Up Discount			(\$218,000)
"At-Is" Value Indication			\$895,000
Rounded			\$895,000
Matrix Analysis			
		Cap Rate	Value
		9.25%	\$924,600
		9.50%	\$894,600
		9.75%	\$866,000

1 on page #48 that these buidings 2, 3 and 4 had 0% occupany and no deductions of that
2 magnitude of properties owned by non-African American individuals unlike the
3 Plaintiff. *See below comps*
4

5
6 (5) Defendant used the **Gross Building Area, or GBA**, for all comps (1,2,3 and 4) and
7 never used the GBA for the subject Plaintiff's property. Which is the total area of a
8 building that is measured from the **outside of its walls**. This includes all floors, walls,
9 staircases, and other structural elements. *GBA is often used to determine the size of a*
10 *commercial property or multi-family residence*. The GBA for Plaintiff property is
11 12,600 square feet *See Exhibit "4"* and not 10,291 used by defendant Fathi comparing
12 Plaintiff's property to substandard and lower square footage making adjustments to
13 those properties to reduce the value of Plaintiff property. And not comparing Plaintiff
14 property to similar comps and square footages as in *See Exhibit "5.1" & "5.2"*-
15 available costar and market list of comps. These comps were sent to defendant Fathi
16 on 8/23/2023 after making mention of limited comps, information obtain via listing
17 Realtor Tondaleya Carter. However, defendant Fathi had already completed his
18 appraisal report on 8/22/2023 and had no intention of preparing an unbiased appraisal
19 report as directed by Jeff Dimock.
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No.	Name	Transaction Type	Date	Year Built	GSA (SF)	Actual Sale Price	Adjusted Sale Price	Price Per SF	Spec.	OAR
1	Office Building 620 Sigman Road, Conyers, GA	Sale	Mar-23	2001	8,756	\$850,000	\$850,000	\$97.08	100%	6.77%
2	Office Building 1261 Commercial Drive SW, Conyers, GA	Sale	Mar-23	2004	14,500	\$950,000	\$950,000	\$65.52	0% (Purchased for Owner Occupancy)	N/A
3	Office Building 7197 US Hwy 278, Covington, GA	Sale	Mar-22	1988	6,036	\$775,000	\$775,000	\$128.40	0% (Purchased for Owner Occupancy)	N/A
4	Office Building 951 Railroad Street, Conyers, GA	Sale	Jan-22	1830 & Renovated	8,500	\$875,000	\$875,000	\$102.94	0% (Purchased for Owner Occupancy)	N/A

(6) This appraisal report was ordered by Jeff Dimock because he illegally foreclosed on the property in violation of an automatic stay under a Chapter 11 bankruptcy case. Defendant and his attorney Mr. Richard Maner want to provide to the seating Judge *See "5.5" October 5, 2023 evidence hearing.* that Skybeam Capital REIT LLC investment was at high risk because M & T Real Estate Group owned \$801,000 and there was no value based on the appraisal submitted into evidence for \$895,000.00 value.

a. Defendant Fathi performed several adjustments to comps to give the appearance that those comps were similar in nature to subject. Plaintiff property.

See Exhibit "6"

b. Defendant Fathi used Comp #2 which was a distress sale. Plaintiff rented 1251 Commercial Drive Conyers Georgia from Dr Woof who owned the complex in which 1261 is located. The property known as 1261 Commercial Drive was vacated for over 3 years and unable to be sold at the listed price. Plaintiff

1 viewed that empty property, going to rent 1261 and settled for 1251 location
2 and 1261 remained empty for over 3 years. *See Exhibit "6.1"*

3 c. Defendant Fathi used Comp #3 with was erroneous. The address location of
4 that comp is the building behind the "State Farm" building. Data used for that
5 comp was from the **Phoenix Building -7197 which has two different**
6 **properties addresses** and that property is only 3483 Square feet that sold for
7 \$775,000.00. So, according to Defendant Fathi the comp# 3 used was only
8 3,483 which sold for \$775,000 and Plaintiff building is 12,600 square feet and
9 only worth \$895,000 (\$120,000) more in value. *See Exhibit "6.2" & "6.2.1"*

10 d. Defendant Fathi used Comp #4 which was a distress sale. The Owner actually
11 owned 955 Commercial St "Flores" and going through a number of
12 foreclosures and sold that building below market value to avoid foreclosure.
13 Additionally, this building is not fully heated and sold as a 2-bedroom 1 bath
14 (2148 square foot livable area) space because the balance of the building was
15 unheated or cooled. *See Exhibits "6.3" & "6.3.1"*

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20
21 (7) Defendant Fathi never indicated in his mechanical system report, that Plaintiff entire
22 interior of building 12,600 square feet is heated using upgraded thermostat "Nest"
23 digital technology with nature gas furnace and four mounted exterior HVAC systems.
24 Defendant Fathi only indicated office area is heated and cool only which is
25 approximately 6,000 square feet.
26
27
28

**MECHANICAL SYSTEMS -
ALL BUILDINGS**

Heating:	The subject's office area is heated via a natural gas furnace.
Cooling:	The subject's office is cooled via ground mounted HVACs.
Electrical:	Assumed adequate
Plumbing Condition:	Assumed adequate
Sprinklers:	The subject is not fire sprinklered.
Security:	The subject features an onsite security system.
Comments:	All mechanical systems are assumed to be in working condition and adequate for the existing use.

(8) This was a full fled conspiracy by defendants to commit Appraisal FRAUD, against African American Female in an appraisal evaluation to downgrade value to steal equity of \$500,000.00 or more from Plaintiff by defendant Skybeam Capital REIT LLC.

(9) Defendant Fathi indicated no parking except "Street" parking according to the survey map as he claimed which also performed a part in the down grade of value. Defendant Fathi never inquired about parking when the "true accurate" survey reflects that the building had approximately 21 private parking spaces.

(10) The aerial Tax Map reflect parking behind the building in direct conflict to Defendant Fathi claim he had no knowledge of any parking to the building. And defendant Fathi own picture on page 33 of the actual appraisal report reflects parking behind the building. The was only ¼ of the actual private parking pad belonging to the building. *See Exhibit "7"* under section of "Parking" & "7.1"- Actual pictures of

1 subject property parking associated with the building and reflected on all survey maps
 2 and registered at the Clerk of Courts Rockdale County deed of records books.

3 a. Defendant Fathi could have found out this information relating to parking and
 4 obtained proper surveys to Plaintiff property with very little effort if his intent
 5 was to perform an accurate unbiased appraisal report.
 6

7
 8 (11) The defendant Art Fathi also indicated the insurable value conclusion was
 9 \$1,397,288.00 but the actual value is only \$895,000.00. Plus, defendant Skybeam
 10 Capital REIT LLC demanded Plaintiff carry a 2,000,000 dollars policy on the property
 11 located at 955 Commercial St NE. This is in direct conflict of an appraisal report and
 12 defendants demand to carry insurance in excess of value by a million dollars, property
 13 own by an African American Female, if property is only worth \$895,000.
 14

INSURABLE VALUE CONCLUSION		
Primary Building Type:	Office	Height per Story: 12'
Effective Age:	20 YRS	Number of Buildings: 1
Condition:	Good	Gross Building Area: 10,291 SF
Exterior Wall:	Masonry Brick & Metal Sandwich	Number of Stories: 1
MVS Sec/Page		Section 15/Page 17
Quality/Bldg. Class		D/Good
Component Sq. Ft.		10,291 SF
Base Square Foot Cost		\$151.00
Cost Multipliers		
Current Cost Multiplier		1.03
Local Multiplier		0.97
Final Square Foot Cost		\$150.86
Base Component Cost		\$1,552,542
Total Base Building Cost	(via Marshall Valuation Service cost data)	\$1,552,542
Insurable Value Exclusions	10.0% of Total Building Cost	(\$155,254)
Insurable Value Indication		\$1,397,288
Rounded		\$1,397,000
Value Per SF		\$135.75

1 (12) The defendant Art Fathi also use the excuse of rising interest rate to reduce value
2 of a property own by an African American Female.

3
4 Rising interest rates curtailed investment activity in the first quarter. Sales decreased 84.4% from the prior
5 year and marked the lowest quarterly volume since Q2 2020. The slowdown in activity was expected
6 following two separate interest rate increases during the quarter. Buyers and sellers will continue to face
7 uncertainty in the coming months with additional rate increases still on the table, but there are signs that the
8 economy is starting to slow in response to the Fed rate hikes. Inflation eased to 5% in March and labor market
9 gains moderated to 236,000 nationally, both representing the lowest marks in two years. Distressed sales may
also be on the horizon and provide a discount on pricing. Atlanta leads the nation in office stock with loans
maturing in the next two years, with nearly 30% of all office loans set to mature by 2025. Investment activity
is expected to increase as new opportunities hit the market and pricing becomes more favorable for adaptive
reuse, redevelopment, or re-positioning of office asset.

10
11 (13) The defendant used the sale approach again only using 10,291 square feet when
12 the building is actually 12,600 square feet. Reducing the subject property 2,309 square
13 feet and never reduced the square footage of any comparable property to the subject.

14
15
16 ***Sales Comparison Approach Conclusion***

17 The adjusted values of the comparable properties range from \$58.97 to \$115.56 per square foot with
18 an average price per square foot indicated as \$86.64. All of the value indications have been
considered, and in the final analysis the appraised has placed primary emphasis upon the middle
portion of the adjusted range in arriving at our final reconciled as is value of \$87.00 per square foot.

"As-Is" Market Value	
Indicated Value per square foot:	\$87.00
Subject Size (square feet):	10,291
Indicated "As-Is" Value:	\$895,317
Rounded:	\$895,000

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21
22
23 (14) Race and greed was a motivating factor in M&T Real Estate Group II, Inc
24 unreasonably low valuation, in violation of related federal and state laws. Accordingly, the
25 Plaintiff seek monetary, declaratory, and injunctive relief. An act or omission involving
26 dishonesty, fraud, or misrepresentation with the intent to benefit substantially an appraiser
27
28

1 or another person or with intent to injure substantially another person will virtually
2 eliminate Plaintiff investment based on a Fraudulent appraisal report to benefit Defendants.
3 Additionally, Defendant Art Fathi use erroneous comps to ensure a reduction in value to
4 satisfy demand of Defendants claiming this brick building is superior when the "REAL"
5 comp is not brick at all. When in fact this is the actual picture of the property, not the
6 picture reflected in the appraisal report. *See Exhibit "6.2.1"*
7

8
9 (15) The Defendant could have used all comps from Conyers that sold from 1.9 to 2.9
10 million during the same period of sales. The defendant intentionally choose substandard
11 property to reduce the value as per directed by the defendants to bring in low value. Here
12 is a list of comps that could have been used as the others which was within 2 to 6 miles of
13 the subject property at 955 Commercial Street NE, Conyers Ga 30012. . Comp #1 –
14 SALES CONDITION (*deferred Maintenance and high vacancy*) 981 E Freeway Dr
15 Conyers Ga 30094 still sold for \$2,826,435.00 that sold on September 14, 2022 11,360 sf
16 similar to Plaintiff property. Comp #2 2415 Wall St SE, Conyers GA 30013 sold for
17 \$2,314,585.00 June 27, 2022 which is 12,000 sf similar to Plaintiff property. Comp #3
18 2020 Honey Creek Pkwy, Conyers GA 30012 sold for \$1,952,500.00 April 20, 2022
19 which is 11,481 sf similar to Plaintiff property. *Exhibit "5.1"*
20
21
22

23
24 **COMPARED TO THE COMPS USED BY Defendant Art Fathi:**
25
26
27
28

No.	Name	Transaction Type	Date	Year Built	GBA (SF)	Actual Sale Price	Adjusted Sale Price	Price Per SF	Occ.	OAR
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4	Office Building 951 Railroad Street, Conyers, GA	Sale	Jan-22	1830 & Renovated	6,500	\$875,000	\$875,000	\$102.94	0% (Purchased for Owner Occupancy)	N/A

Defendants Art Fathi Comps	Exhibit "5.1" Comps.
Comp #3 – sold March 2022- \$775,000.00- 6000sf	Comp #1 sold Sept 2022 (6 months after Comp#3)- \$2,826,435.00- MORE RECENT CURRENT LISTING
Comp #4 – sold January 2022 – 875,000.00-8500sf	Comp #2 sold June 2022 (5 months after Comp#4) - \$2,314,585.00- MORE RECENT CURRENT LISTING
	Comp#3 sold April 2022 (3 months after Comp#3- \$1,952,500.00

(16) Defendant intentionally bypassed comps in *Exhibit "5.1"* and *"5.2"* similar in square footage to Plaintiff property and went 14.6 miles to Covington to find a substandard which was only 3,000 square feet and switch the picture to give the appearance it was a brick State Farm building. This building at 7197 US 278 Covington was not the 6,036 sq feet as defendant indicated in his report.

COMP#3 which was only 3,000 sq feet and 14.6 miles away. Compared to a 12,600 sq foot property

955 Commercial St NE, Conyers, GA 30012
7197 U.S. 278 Covington, GA



18 min (14.6 mi) via I-20 E

Directions

955 Commercial St NE, Conyers, GA 30012
2415 Wall St SE, Conyers, GA 30013



8 min (4.5 mi) via I-20 E

955 Commercial St NE, Conyers, GA 30012
981 East Freeway Drive Southeast Conyers, GA 30094



4 min (1.0 mi) via Oakland Ave SE and Iris Dr SE

Directions

955 Commercial St NE, Conyers, GA 30012
2020 Honey Creek Pkwy SE, Conyers, GA 30013



10 min (5.8 mi) via GA-20 W

Directions

1 FACTUAL BACKGROUND

2
3 (17) A foreign entity is an entity that was initially formed in another state. In order to
4 expand your business into Georgia, you must first register your foreign corporation,
5 Limited liability company, or limited partnership with the Georgia Secretary of State.
6 The Defendant Skybeam Capital REIT LLC is a Delaware Corporation *See Exhibit "9"*
7 & "9.1" and **do not** have any "legal" standing to transact any business standing in the
8 state of Georgia. . These laws provide that a foreign [entity] may not transact business in
9 this state until it obtains a certificate of authority from the Secretary of State. Ga. Comp.
10 R. & Regs. 590-7-3-.09 ("Ga. Comp. R. & Regs. R. 590-7-3-.09")(1) (2).
11
12

13
14 (18) The defendants appear to enjoy the benefit of using Skybeam Capital LLC and
15 Skybeam Capital REIT LLC interchangeably as if these is one company. Playing an
16 illegal bait and switch, Skybeam Capital LLC is legally registered with the Secretary
17 of State as a domestic corporation to conduct business Control number 19082007 filing
18 it's article of incorporation on 06/11/2019. *See Exhibit "10"; "10.1" & "10.2"*.
19
20

21 (19) According to Ga. Comp. R. & Regs. 590-7-3-.09 ("Ga. Comp. R. & Regs.
22 R. 590-7-3-.09") (3) Ga. Comp. R. & Regs. 590-7-3-.09 ("If a foreign profit corporation
23 does not obtain said certificate within 30 days of the commencement of business in Georgia,
24 the foreign profit corporation shall be liable for a civil penalty of \$500, in addition to any
25 other fees and/or penalties which may be assessed for transacting business in this state
26 without a certificate of authority.").
27
28

1 a. Ga. Comp. R. & Regs. 590-7-3-.09 ("O.C.G.A. §§ 14-2-130, 14-3-130,
2 14-5-23."). Ga. Comp. R. & Regs. 590-7-3-.09 ("Original Rule entitled "Foreign
3 Corporations" was filed on June 10, 1987; effective July 1, 1987, as specified by the
4 Agency. **Amended:** ER. 590-7-3-0.23-.09 adopted. F. Jul. 7, 1989; eff. July 3, 1989, the
5 date of adoption, to remain in effect for 120 days or until adoption of a permanent Rule
6 superseding said ER., as specified by the Agency. **Amended:** Permanent Rule adopted. F.
7 Nov. 20, 1989; eff. Dec. 11, 1989; as specified by the Agency. **Amended:** F. Aug. 7, 1990;
8 eff. Aug. 28, 1990, as specified by the Agency. **Amended:** F. Jul. 1, 1993; eff. July 21,
9 1993.**Note:** Subsequent ER adoptions of Rule filed by Agency; see "Admin. Hist.
10 **"Repealed:** New Rule with same title adopted. F. Sep. 30, 2011; eff. Oct. 20,
11 2011.**Amended:** F. Nov. 26, 2018; eff. Dec. 16, 2018.").

14 b. Rule 590-7-20-.07. Foreign/Domestic Limited Liability Companies
15 Distinguished. If you is an entitled government *entity* pursuant the Georgia
16 Administrative Procedures Act, **O.C.G.A. § 50-13-7(d)** The name of a place attached to
17 one of two otherwise. Indistinguishable, or identical names may sufficiently distinguish
18 between a foreign limited. liability company and a domestic limited liability company, or
19 between two foreign limited liability companies. **Cite as Ga. Comp. R. & Regs. R.**
20 **590-7-20-.07; Authority: O.C.G.A. §§ 14-5-23, 14-11-1105, and 14-11-1106.**
21 **History.** Original Rule entitled "Foreign/Domestic Limited Liability Companies
22 Distinguished" adopted. F. May 11, 2017; eff. May 31, 2017.

26 (20) Defendants is **not entitled to government entity status** and have two different.
27 corporation of which only one is registered as a domestic corporation. On the other
28

1 hand, Skybeam Capital REIT LLC is a Delaware corporation registered with the
2 United States Securities and Exchange commission as a foreign corporation "LLC"
3 *See Exhibit "11"* and has not registered or obtain a Certificate of authority from the
4 Georgia Secretary State in violation of the State of Georgia law and is, **prohibited**
5 from conducting any business in the State of Georgia period from the State of
6 Delaware inception 12/01/2020 to present day. Therefore, Skybeam Capital REIT
7 LLC was not a legal entity to conduct business by entering into a loan agreement on
8 June 22, 2022, lawfully in the State of Georgia or participate in any court proceedings.
9 According to Title Commitment , *See Exhibit "12"* security interest was given to
10 Skybeam Capital REIT LLC which was and is not a legal entity and not Skybeam
11 Capital LLC, a domestic corporation in the State of Georgia.

14 a. Under the SEC – United Security Exchange Commission, also owned by H &
15 L Equities, LLC when filing a Form "D" Multiply the total sales by the
16 commission rate to get the commission amount. You can generate the total sales
17 report with the help of your CRM system. For instance, if a salesperson sells
18 \$10,000 worth of products and the commission rate is 10%, the commission is
19 \$1,000.

21 b. Defendants claimed under #7 – "Amendment" and offering and sale amount
22 under #13 Offering and Sales Amounts – equal \$125,000.00, total amount sold
23 was "\$125,000". And, finally under Sales Commissions & Finder's Fees
24 Expenses – Sale Commission was only \$6,250. *See Exhibit "11.1"*

26 c. Defendant Skybeam Capital REIT LLC claimed to have over 1000 sales in the
27 State of Georgia alone. Only one loan for Plaintiff term sheet (*See Exhibit*
28

1 "I") amount of the loan was \$726,000.00 and paid Origination, which is
2 commission in the amount of \$14,525.00 and \$1,495.00 in fees not \$6,250.00
3 as reported to the SEC form D filed 3/21/2023. Plaintiff loan was effective
4 June 22, 2022.
5

6
7 (21) According to the Promissory Note page 2 of 5 – *See Exhibit "13" Note & "14"-*
8 **Deed Paragraph #5 LOAN CHARGES AND AVOIDANCE OF USURY-** This loan
9 is governed by and construed according to the laws of the State of Georgia not the State of
10 Delaware.
11

12 ~~This loan will be governed by and construed according to the laws of the State of Georgia. If any~~
13 ~~law which applies to this loan and which sets maximum loan charges is finally interpreted or applied so~~
14 ~~that the interest or other loan charges collected or to be collected under this loan exceed the permitted state~~
15 ~~law limits, then any such loan charge(s) shall be reduced by the amount necessary to reduce the charge to~~
16 ~~the permitted limit, and any sums already collected from Borrower that exceeded permitted limits will be~~
17 ~~refunded to Borrower. In no event shall any loan charges under this Note be in excess of the current limit~~
18 ~~of permitted loan charges. In determining whether or not the rate of interest hereunder exceeds the highest~~
19 ~~lawful rate, Borrower and Lender agree and intend that all sums paid hereunder which are deemed interest~~
20 ~~for the purposes of determining usury, shall be prorated, allocated or spread in equal parts over the longest~~
21 ~~period of time permitted under the applicable laws of the State of Georgia.~~

22 AND according to page 4 of 5 Promissory Note The note holder under this note, a
23 mortgage is bound by the State of Georgia Laws under Part 1 Certificate of Authority.
24 § 14-2-1502, Consequences of Transacting Business Without Authority.
25

26 **10. SECURED NOTE**

27 This Note is a secured instrument. In addition to the protections given to Note Holder under this
28 Note, a Mortgage, Deed of Trust, Security Deed, Security Agreement, Collateralization Agreement, Loan
Agreement and/or Pledge Agreement (the "Security Instrument"), dated the same date as this Note, protects
Note Holder from possible losses that might result if Borrower does not keep the promises that Borrower
made in this Note.

(22) A foreign corporation transacting business in this state without a certificate of

1 authority may not maintain a proceeding in any court in this state until it obtains a
2 certificate of authority. *Manufacturers Nat. Bank v. Tri-State Glass*, 201 Ga. App. 253,
3 255 (Ga. Ct. App. 1991) (“If the evidence shows a foreign corporation conducts business
4 in the state but has not obtained a certificate authorizing it to do so, then a complaint
5 brought by that corporation is subject to dismissal. *A. B. R. Metals c. v. Roach-Russell,*
6 *Inc.*, 135 Ga. App. 193 (217 S.E.2d 447) (1975). The same rule applies to the assignee of
7 a foreign corporation not authorized to conduct business in the state. See *Healey v.*
8 *Morgan*, 135 Ga. App. 915 (219 S.E.2d 628) (1975).”).

11
12 (23) According to GA Code § 14-2-1502 (2020) (a) (b) (c) The successor to a foreign
13 corporation that transacted business in this state without a certificate of authority and the
14 assignee of a cause of action arising out of that business may not maintain a proceeding
15 based on that cause of action in any court in this state **unless before the commencement**
16 **of the proceeding** the foreign corporation or its successor obtains a certificate of authority.

17
18 a. The Defendants Skybeam Capital REIT, LLC brought several proceedings
19 under Chapter 11 case #23-52191-pwb for motion to validate an “illegal
20 foreclosure” *Exhibit “15” “15.1” & “16” 3/7/2023*; motions order adequate
21 protection payments *See Exhibit “17” 4/27/2023* based on a fraudulent
22 appraisal report; relief of stay *See Exhibit “18” 7/7/2023*, and on October 2nd
23 date rescheduled to October 27, 2023 *See Exhibit “19”* – Contested matter,
24 sought final relief of stay and grant by the Honorable Paul W Bonapfel in
25 Northern District of Georgia to begin foreclosure action procedures, but not
26 file the foreclosure deeds a settlement was made or a Judge’s ruling based on
27
28

1 court actions in which defendants have no standing in the State of Georgia to
2 bring in any such actions in court or list any foreclosure actions in a newspaper
3 in the State of Georgia.

4
5 b. The defendants has not dealt with Plaintiff in good faith. Defendants
6 foreclosed on M & T Real Estate Group II illegally on March 7, 2023- *See*
7 *Exhibit "15"*. The Defendant Skybeam Capital REIT LLC was notified on
8 March 6, 2023 that M & T Real Estate Group II filed for Bankruptcy protection
9 under Chapter 11 via email to all owners – *See Exhibit "15.1"*.

10
11 c. Contrary to Federal Bankruptcy Laws, after Plaintiff notification on March
12 6,2023 of bankruptcy filing case 23-52191, Defendant Skybeam Capital REIT,
13 LLC foreclosed March 7, 2023. Defendant Skybeam Capital REIT, LLC
14 contacted Plaintiff counsel for M & T Real Estate Group II and requested a
15 withdrawal of the hearing that requested sanction due to illegal foreclosure.
16 *See Exhibit "16"*. After Plaintiff agreed to withdraw complaint and request
17 for sanctions, defendant Skybeam Capital REIT, LLC dragged out negotiations
18 for months claiming would work something out in exchange for withdrawal.
19 Finally, on 8/31/2023, defendants refused to settle or negotiate at all renegeing
20 on word to Attorney Kenneth Mitchell for M & T. *See Exhibit " 20"*

21
22
23 i. Defendant Skybeam Capital REIT LLC was stalling to allow
24 enough time to pass so Plaintiff could no longer file for illegal
25 foreclosure and sanctions with the courts.

26
27 ii. Defendant Skybeam Capital REIT LLC had no intention of
28 honoring any type of settlement, Defendants quest was always

1 to foreclose for financial gain with willful malice, from June 22,
2 2022 filing again for another “Relief from Stay” until it was
3 obtained from the courts in defendant favor to right to foreclose.
4 *This was unethical, unscrupulous dealing and unfair business*
5 *practices.*
6

7 iii. THEREFORE, Plaintiff, as legal guarantor of the note wish to
8 reinstate it’s rights for illegal foreclosure on March 7, 2023
9 which is not “time barred” for damages in violation of
10 bankruptcy Code. 11 U.S.C. § 362(k). to protect its financial
11 investments into M & T Real Estate Group II, Inc. If a creditor
12 “willfully” violates the automatic stay, this violation injures an
13 individual, the law requires the creditor to pay the individual
14 actual damages, including costs and attorney fees, may be
15 required to pay punitive damages to punish this violation of the
16 Bankruptcy Code. 11 U.S.C. § 362(k).
17
18
19

20 (24)As required by law, the defendant Skybeam Capital REIT LLC did not obtain a
21 certificate of authority prior to any foreclosure or bankruptcy commencement
22 proceedings of a foreign corporation therefore barring them from bringing any action
23 in any court according to the laws in the State of Georgia. Defendant Skybeam Capital
24 REIT LLC (*bait and switch*) have violated the laws in the State of Georgia over 1000
25 times in accordance with their website: *See Exhibit “21”* - review their website.
26

27 <https://www.skybeamcapital.com/>
28

1 a. This is simply not an oversight by a foreign corporation, but blatant attempts
2 to avoid following the law, paying fees and taxes to the State of Georgia as well
3 as to Unincorporated Cobb County while using a domestic corporation as an
4 obverse as if they were both the same corporation.
5

6 b. Advertising under one corporation registered with the Georgia Secretary of
7 State as Skybeam Capital LLC, however closing loans under Promissory notes
8 and Deeds under a foreign corporation out of Delaware "Skybeam Capital
9 REIT LLC, in violation of Georgia Laws to avoid taxes and fees.
10

11
12 (25) The Defendant(s) under Skybeam Capital LLC and Skybeam Capital REIT LLC
13 also **do not** have a business license *See Exhibit "22"* as required by Unincorporated
14 Cobb County to transaction any business and never applied for a business license
15 since doing business in the state of Georgia Secretary of State control #19082007
16 effective 06/11/2019 under Skybeam Capital LLC, who is not the owner of
17 M & T Real Estate Group II, Promissory note, or deed according to Unincorporated
18 Cobb County Business License compliance Officer.
19

20
21 (26) Defendant Skybeam Capital REIT LLC is operating in the State of Georgia under
22 the name of Skybeam Capital LLC, but using an **unlicensed, unregistered Foreign**
23 **Corporation** to originate promissory mortgage note and bind Georgia residence to
24 contract which is invalid. Defendants have not followed the proper procedure to
25 conduct business under this foreign corporation in the State of Georgia. While this
26
27
28

1 corporation enjoys the benefit of making millions of dollars in the State of Georgia has
2 only paid \$300.00 in taxes to Delaware and “NO” money to the State of Georgia.
3

4
5 (27) To add insult to injury, this Defendant(s) and attorney Richard B Maner had
6 the nerve to bring forth evidence claiming the Plaintiff had businesses that were simply
7 made up and not properly registered. This defendant Skybeam Capital REIT LLC has
8 not registered its business nor obtain a license to operate Skybeam Capital REIT LLC
9 breaking the law, performing foreclosures, and petitioning State of Georgia courts
10 without standing since 2019, for approximately four (4+) years and have gain an unfair
11 advantage by claiming the Plaintiff is being unscrupulous when it applies to them. This
12 assertion in court against the Plaintiff ethics and character forced her to investigate the
13 defendant Skybeam Capital REIT LLC. NOW, discovering this Corporation is not a
14 legal corporation in the State of Georgia and do not have business license of any kind in
15 Cobb County Georgia or standing to transact any business in the State of Georgia.
16
17

18
19 **JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT**

20 (28) Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. section 1331 in that
21 the claims alleged herein arise under the laws of the United States. This Court has
22 supplemental jurisdiction pursuant to 28 U.S.C. section 1367 to hear and determine
23 Plaintiff’s state law claims. because those claims is related to Plaintiff’s federal law claims
24 and arise out of a common nucleus of related facts. Plaintiff’s state law claims is related to
25 Plaintiff’s federal law claims such that they form part of the same case or controversy under
26 Article III of the United States Constitution.
27
28

1
2 (29) Venue in the Northern District of Georgia division is proper because the subject
3 property is located in, and events giving rise to Plaintiff' claims occurred in, Rockdale
4 County, Georgia.
5

6 **PARTIES**
7

8 (30) Plaintiff Adrian Tisdale is an adult resident of Newton County, Georgia, and a
9 citizen of the United States. She is African American, or Black female who invested over
10 \$500,000.00 into M & T Real Estate Group II to secure the property located at 955
11 Commercial St NE, Conyers GA 30012 is currently at risk of significant loss due to
12 defendants illegal actions.
13

14
15 (31) Defendant(s), Commercial Property Appraiser LLC and Ardalan Fathi (aka) Art
16 Fathi MAI is a Georgia State Certified Appraiser No. 494828 contracted by Accurate
17 Group never completed an unbiased appraisal "true" market value appraisal report.
18 Defendants were setting up the stage for defendant Skybeam Capital REIT LLC to
19 accomplish its goal for foreclose.
20

21
22 (32) Defendant(s) , Skybeam Capital REIT LLC is a Delaware registered corporation
23 and under the United States Stock Exchange, however, do not have any licenses to
24 operate in the State of Georgia or registered with the Georgia Secretary of State.
25
26
27
28

1 (33) Defendant(s) , Accurate Group LLC (AMC Company) required by law to review
2 appraisal reports of employees or independent contractors. Appraisal Management
3 Companies. Following industry reforms enacted by the Dodd-Frank Wall Street Reform
4 and Consumer Protection Act, mortgage lenders and brokers could no longer employ or
5 contract with an appraiser directly to appraise property for mortgage lending. *See* 15
6 U.S.C. § 1639e. Plaintiff contacted this defendant via email to file a complaint and no
7 action on behalf of the Plaintiff was taken to review or revise the appraisal finding. *See*
8 ***Exhibit "23"***- Email complaint to AMC company.
9

10
11
12 (34) Each defendant was doing the things complained and of its co-defendants herein and
13 acting within the scope of said foreign corporation and/or representation, and each
14 defendant is liable for discriminatory appraisal practices alleged herein under USPAP
15 Standards. The Appraisal Foundation is a professional organization established in the
16 wake of the savings and loan crisis of the 1980s. Congress authorized the Appraisal
17 Foundation as the source of appraisal standards and qualifications pursuant to the
18 Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) in 1989. *See*
19 12 U.S.C. §§ 3339, 3345. Under this Congressional authority, the Appraisal Foundation
20 publishes the Uniform Standards of Professional Appraisal Practice (USPAP). ¹ USPAP
21 provides ethical and performance requirements for professional appraisers, and provides
22 AMCs, borrowers, and lenders with a gauge by which to measure the quality of an
23 appraiser's analysis and reliability of their conclusions. Federal and state law require all
24 real estate appraisals to conform to USPAP standards. *See* 12 17 C.F.R. § 323.4 (a).
25
26
27
28

1 (35) USPAP contains rules and standards for appraisers, including rules of ethics. One of
2 the components of USPAP's Ethics Rule provides that an appraiser "must not perform an
3 assignment with bias." Another component of USPAP's Ethics Rule provides an
4 appraiser. "Must not use or rely on unsupported conclusions relating to characteristics
5 such as race, color...or that homogeneity of such USPAP contains rules and standards
6 for appraisers, including rules of ethics. One of the components of USPAP's Ethics Rule
7 provides that an appraiser "must not perform an assignment with bias." Another
8 component of USPAP's Ethics Rule provides an appraiser. "Must not use or rely on
9 unsupported conclusions relating to characteristics such as race, color...or that
10 homogeneity of such characteristics is necessary to maximize value." USPAP Standards
11 Rule 1-1 states that: "In developing a real property appraisal, an appraiser must: (a) be
12 aware of, understand, and correctly employ those recognized methods and techniques that
13 is necessary to produce a credible appraisal.
14
15

16
17
18 **(b) not commit a substantial error or omission or commission that significantly**
19 **affects an appraisal; and**
20

21
22 (c) not render appraisal services in an inconsiderate or negligent manner, such as
23 by making a series of errors that, although individually might not significantly affect
24 the results of an appraisal, in the aggregate affects the credibility of those results."
25

26 ¹ [https://www.appraisalfoundation.org/imis/TAF/Standards/TAF/Standards_Qualifications.aspx?hkey=f95f32ad-](https://www.appraisalfoundation.org/imis/TAF/Standards/TAF/Standards_Qualifications.aspx?hkey=f95f32ad-67dc439a-b82b-6bf3ea89fa44)
27 [67dc439a-b82b-6bf3ea89fa44](https://www.appraisalfoundation.org/imis/TAF/Standards/TAF/Standards_Qualifications.aspx?hkey=f95f32ad-67dc439a-b82b-6bf3ea89fa44) (last visited Nov. 17, 2021)
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COUNT I

(36) Defendants had no regard for violating USPSP rules and standard for appraisers by setting up a conspiracy to submit a fraudulent appraisal report to be submitted in evidence hearing to determine if defendant(s) were under water in their investment of \$726,000.00, now claiming \$890,000.00 in pay-off. That defendant Skybeam Capital REIT LLC should be allowed a relief of stay, the ability to foreclose as a foreign corporation without standing in the State of Georgia. These defendants have been Negligence, committed Fraud, under an appraisal report in favor of defendant Skybeam Capital REIT LLC for financial greed.

a. Negligence: One way negligence claims can occur concerns the square footage of a property. Since appraisers is supposed to measure a property but often don't, a client may feel they were being taken advantage of for the benefit of the appraiser's time. As for allegedly failing to notice parking space belonging to the property or current occupied tenants appraisers should have accountability for that which they should sensibly find in a standard inspection process. Appraisers may miss actual physical details, which should open them to lawsuits related to negligence, like for a lowball appraisal report to aid a lender in a foreclosure attempt.

b. Fraud: Appraisal fraud falls into the same category as mortgage fraud and is an intentional act by the real estate appraisal professional that ends up hurting the owner. Appraisal fraud occurs when an appraisal value is intentionally appraised at an understated rate by the appraiser well below actual market value. The under inflated value obtained through fraud is then used to help a lender to justify a foreclosure action, claiming "no

1 accurate protection” of defendants and the appraiser may be in on the scam to get a
2 kickback or percentage of their earnings.

3 a. JUNE 01, 2023 FACT SHEET: **Biden-Harris Administration Takes**
4 **Sweeping Action to Address Racial Bias in Home Valuations:** Two years ago today, on
5 the centennial of the Tulsa Race Massacre, President Biden announced the creation of the
6 Interagency Task Force on Property Appraisal and Valuation Equity (PAVE): a first-of-
7 its-kind interagency effort to root out bias in the home appraisal process. As its first order
8 of business, the Task Force developed and released the most wide-ranging set of actions
9 ever announced to advance equity and root out racial and ethnic bias in home valuations –
10 the PAVE Action Plan. Since its release in March 2022, the Biden-Harris Administration
11 has made critical progress towards fully implementing the Action Plan, including by
12 empowering consumers with new tools to address appraisal bias; leveraging data to
13 identify trends and crack down on offenders of appraisal bias; and supporting a well-
14 trained and more representative appraiser profession.
15
16
17

18 19 COURT II

20
21 (37) According to GA Code § 14-2-1502 (2020) (a) (b) (c) The successor to a foreign
22 corporation that transacted business in this state without a certificate of authority and the
23 assignee of a cause of action arising out of that business may not maintain a proceeding
24 based on that cause of action in any court in this state **unless before the commencement**
25 **of the proceeding** the foreign corporation or its successor obtains a certificate of authority.
26
27
28

1 Therefore, any and all actions pending in court prior to the Defendants complying with the
2 law must be dismissed as a matter of law.
3

4
5 **COURT III- Unfair Acts or Practices**

6
7 **(38) Unfair Acts or Practices** - The Dodd-Frank Act standard for unfairness is that an act
8 or practice is unfair when:

- 9 1. It causes or is likely to cause substantial injury to consumers.
10 2. The injury is not reasonably avoidable by consumers; and
11 3. The injury is not outweighed by countervailing benefits to consumers or to
12 competition.
13

14 **The act or practice must cause or be likely to cause substantial injury to consumers.**

15 Substantial injury usually involves monetary harm but an act or practice that causes
16 a small harm to many people may be deemed to cause substantial injury.
17 Actual injury is not always required. A significant risk of concrete harm is also
18 sufficient. Trivial or speculative harms is insufficient for a finding of substantial
19 injury. Emotional impact and other subjective types of harm will not ordinarily
20 amount to substantial injury. Nevertheless, in certain circumstances, such as
21 unreasonable debt collection harassment, emotional impacts may amount to or
22 contribute to substantial injury.
23

24 Unfair, deceptive, or abusive acts and practices (UDAAP) can cause significant financial
25 injury to consumers, erode consumer confidence, and undermine the financial
26 marketplace. Under the Dodd-Frank Wall Street Reform and Consumer Protection Act
27

1 (Dodd-Frank Act), it is unlawful for any provider of consumer financial products or
2 services or a service provider to engage in any unfair, deceptive, or abusive act or
3 practice. The Dodd-Frank Act granted rulemaking authority regarding unfair, deceptive,
4 or abusive practices to the Consumer Financial Protection Bureau (CFPB), The Dodd-
5 Frank Act repealed the NCUA's Credit Practices Rule (Part 706 of the NCUA Rules and
6 Regulations), which had applied to federal credit unions, and repealed similar rules that
7 previously applied to banks and savings associations. The rules specifically prohibited
8 certain unfair credit practices and unfair or deceptive cosigner practices. However, the
9 NCUA and other federal regulators issued Interagency Guidance stating that the practices
10 previously addressed in those rules could still represent unfair or deceptive acts or practices
11 under those agencies' statutory authority to prohibit practices that violate any applicable
12 law. (NCUA Letter to Federal Credit Unions 14-FCU-03) In addition, the Federal Trade
13 Commission's (FTC) Credit Practices Rule remains in effect with respect to state-
14 chartered credit unions.
15
16
17
18

19 **COUNT IV- Borrowers' ability to repay the loan.**
20

21 (39) There is both federal and state laws that hard money lenders need to adhere to, and
22 these revolve around the borrower's ability to pay back a loan. Hard money lenders need
23 to make sure, wherever possible, that a borrower is capable of repaying the hard money
24 loan. This means both the monthly payments, as well as the balloon payment. The
25 defendants never question Plaintiff ability to repay any loans.
26
27
28

1 **a. Real Estate:** Real estate lending represents one of the major components of
2 credit risk at many banks. The composition of a bank's real estate portfolio will vary based
3 on differences in lending experience, market competition, and asset size. The Federal
4 Reserve Board's real estate lending standards is found in 12 CFR 208, subpart E. The
5 "Interagency Guidelines for Real Estate Lending Policies" is located in Regulation H,
6 subpart I, 12 CFR 208, appendix C.
7

8
9 **b. Commercial Real Estate** One of the most prevalent pieces of commercial real
10 estate (CRE) guidance is, "Concentrations in CRE Lending, Sound Risk-
11 Management Practices," which was issued on December 6, 2006. This
12 interagency supervisory guidance was developed to reinforce sound risk-
13 management practices for institutions with high and increasing concentrations
14 of commercial real estate loans on their balance sheets.
15

16
17 (40) Due to this, hard money lenders have certain qualification criteria that can be used
18 in hard money lending, which include A minimum FICO score; Down payment
19 (around 20% or more); Previous real estate investing experience.
20

21
22 What Is the Main Hard Money Lending Regulations?

23 **Hard money lending isn't subject to many regulations, unlike traditional mortgage**
24 **lenders who is subject to a variety of regulations. Hard money loans generally have**
25 **more lenient lending criteria than traditional loans, and this leniency and**
26

1 Flexibility comes with the fact that these loans isn't regulated the same as
2 traditional ones. However, they must register with the Georgia Secretary of State
3 to transact business within the State. And follow all local county requirements by
4 obtaining a business license. Plus ensure borrower has the ability to repay
5 payments and balloon note.
6

- 7
- 8 a. Defendant Skybeam Capital REIT LLC damaged Plaintiff credit to prevent the
9 ability to refinance by first foreclosure March 7, 2023 and attempting to
10 foreclosing a second time. *See Exhibit "15.3"* – Foreclosure letter dated
11 November 27, 2023 which has impact Plaintiff financial status to secure a
12 refinance to pay off the balloon note, not once but twice.
13
- 14 b. Before loan inceptions, Skybeam Capital LLC and Baker, Collins & Company
15 discussed an 80% LTV loan to M & T Real Estate Group II, Inc. After Plaintiff
16 disclosed bank assets in discussions to defendant Skybeam Capital REIT LLC.
17 It was later determined that it would be a requirement for Plaintiff to invest 31%
18 reducing LTV to 69% demanding additional down payment and fees. This put
19 the Plaintiff in a position to pay an additional \$100,000.00. At that point
20 Plaintiff couldn't back out of deal or lose earnest money deposit already
21 investing on contract to Seller.
22
- 23 c. Plaintiff expressed concerns that the building had to be renovated and no income
24 at that time. Jeff Dimock expressed to Plaintiff that he would work it would and
25 additional delays could be put in place for interest payments if necessary.
26
27
28

1 d. By Defendant Skybeam Capital REIT LLC demanding an additional
2 \$100,000.00 in cash from Plaintiff resources it virtually left Plaintiff in no ability
3 to repay if Plaintiff ran into trouble. Defendant Skybeam Capital REIT LLC had
4 the intention to foreclose from day one of the loan inception.
5

6 e. When a series of events happened with the City of Conyers and Plaintiff
7 financial situation, defendants pounced into action October 2022, accelerating
8 mortgage to a 18% interest rate instead of 12% . Now, demanding
9 approximately \$11,000.00 instead of \$7,200.00 on the note each month, when
10 Defendant was aware business was not open and had no significant to cover that
11 interest payment or ballon note. Plaintiff tried her best to negotiate with
12 Defendant Skybeam Capital REIT LLC to no avail.
13


14 f. Plaintiff was not aware that Defendant Skybeam Capital REIT LLC was a
15 foreign Delaware corporation unable to transact business in the State of Georgia
16 because it was operating under the name of Skybeam Capital LLC, a domestic
17 corporation registered in the State of Georgia. Plaintiff, like everyone else
18 except Defendant thought it was the same corporation, when in fact, it was not
19 pulled a switch at the closing table using the illegal foreign corporation as the
20 Lender of the note, not license or registered to do business in the State of Georgia
21
22

23
24 (41) In the state of Georgia, mortgage brokers and lenders, who broker or make mortgage
25 loans, need to be licensed. The licenses is regulated and issued by the GA Department
26 of Banking and Finance - Non-Depository Financial Institutions (NDFI) Division.

27 However, if they isn't acting as mortgage brokers, lenders, or loan originators, then they
28

1 isn't doing anything prohibited by the Georgia Residential Mortgage Act and no license
2 is required.

- 3
4
- a. However, Plaintiff contends that Defendants Skybeam Capital REIT LLC a
 - b. foreign corporation is acting as mortgage brokers, lenders, or loan
6 originators, under Skybeam Capital REIT LLC was paid \$1,000.00
7 underwriting fee and a \$14,525.00 Origination fee who was unlicensed and
8 not registered to transact any business in the State of Georgia. *See Exhibit*
9 *"1" Term sheet.*
10
11

12
13 (42) Report details widespread racial disparities in real estate appraisals Census data
14 shows a lack of racial diversity in the appraiser industry at the local, state, and national
15 level. By Rob Hayes and Grace Manthey  Friday, January 21, 2022
16

17
18 Statewide, estimates put appraisers at about 70% white. Nationwide, appraisers is 86%
19 white.
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PROPERTY APPRAISER RACIAL DEMOGRAPHICS

NATIONWIDE

■ Appraisers ■ Population

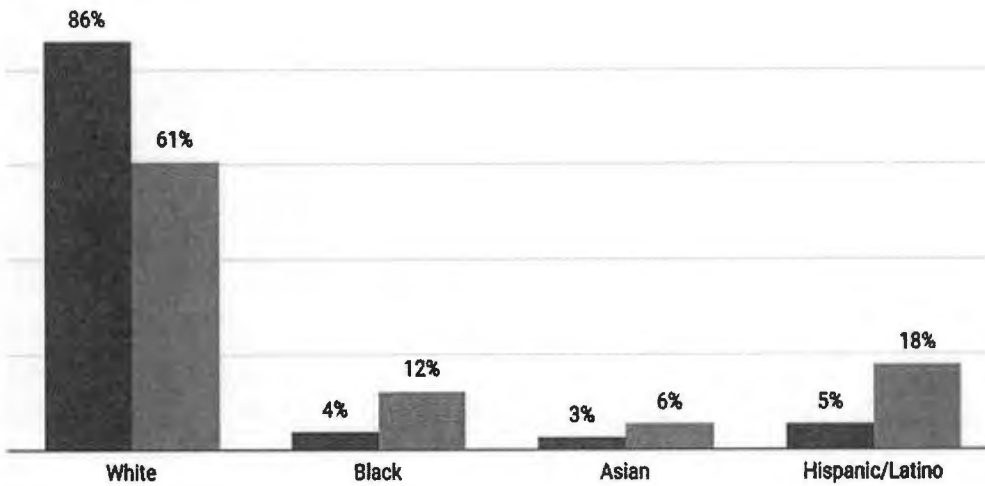
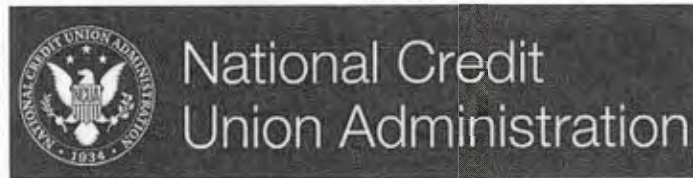


Chart: Grace Manthey/ABC7 • Source: U.S. Census American Community Survey 2019 5-year estimates, via IPUMS

In a written statement, the Appraisal Institute President, Jody Bishop said the institute agrees with the report acknowledging that, "enhanced standards and greater diversity within the profession is critical elements in addressing equity and rooting out bias in appraisal." *Copyright © 2023 KABC Television, LLC. All rights reserved.*



(43) Until Appraisal Bias Is Conquered, the Racial Wealth Gap Will Persist

As posted to American Banker: <https://www.americanbanker.com/opinion/until-appraisal-bias-is-conquered-the-racial-wealth-gap-will-persist>

1 Growing up in Indiana, I often listened to the music of my fellow Hoosier, John
2 Mellencamp. His classic 1980s ballad, "Pink Houses,"(opens new window) remains one
3 of my favorites. At the time, the teenage me thought this upbeat song was just a rocking
4 good tune about America. Today, however, that song's perceptive lyrics(opens new
5 window) resonate very differently with me.
6

7
8 The song's first verse describes a Black man on his front porch in a Black neighborhood
9 thinking "he's got it so good" with an interstate running through his front yard. The
10 wiser, more experienced adult in me now more clearly understands how the song
11 portrays the very different fortunes and expectations for communities of color — along
12 with too many others left behind — in their pursuit of the American dream. And I
13 clearly see that appraisal bias is a common injustice for many people of color who buy,
14 sell, or refinance their homes. After all, achieving the American dream and building
15 intergenerational wealth through homeownership is only possible if property values is
16 assessed fairly and accurately for all. That's why last summer, the National Credit
17 Union Administration joined 12 other federal agencies to begin righting a longstanding
18 wrong. At President Biden's direction, the Property Appraisal and Valuation Equity
19 Task Force, PAVE for short, was charged with confronting a skeleton in the closet: the
20 undervaluing of properties due to racial or ethnic bias.
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23

24
25 This discriminatory practice has limited the ability of many families of color to benefit
26 fully from the financial returns of homeownership. For example, a 2021 Freddie Mac
27
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1 study of 12 million appraisals found that homes in Black and Latino neighborhoods
2 were valued lower than similar properties within white communities.

3
4 Multiple media investigations have also shown blatant appraisal bias against people of
5 color. In one recent news story, a home that had been "whitewashed" by removing any
6 trace of its Black owners was appraised for hundreds of thousands of dollars more than
7 the original estimate. Such injustice must come to an end.

8
9
10 More than a decade ago, in the Dodd-Frank Wall Street Reform and Consumer
11 Protection Act, Congress enacted reforms to address problems in the appraisal industry.

12
13 As a congressional staffer, I contributed to the provisions in that law addressing
14 appraisal bias. Among other things, these reforms strengthened the powers of
15 the Appraisal Subcommittee, the federal agency that supervises state appraisal
16 regulatory programs. Those fixes addressed appraisal independence and appraisal
17 inflation.

18
19
20 However, as the Freddie Mac study, other reports, and recent news coverage
21 demonstrate, we continue to see breakdowns in the appraisal system, particularly bias
22 based on race. Technology offers us one solution to the problem of human prejudice.
23 That's why the NCUA is working with other agencies on joint rules to establish quality
24 control standards for automated valuation models. In doing so, we must ensure
25 algorithms do not result in bias in their results and violate fair-lending laws.
26
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1 To be clear, the work of the council and the PAVE Task Force will never make up for
2 the years of discrimination. Nevertheless, it is a step in the right direction in holding the
3 appraisal industry to higher standards that ensure all Americans have equal opportunity
4 to build wealth through homeownership.
5

6
7 At the end of "Pink Houses" is the line, "there's winners and there's losers." Our job is
8 to ensure that appraisal bias does not decide those winners and losers in homeownership,
9 so that people of color is dealt a fair and equitable hand when it comes to home
10 valuation. Only then can we finally begin to close the racial wealth gap. It is important
11 work and long overdue. *Todd M. Harper, Last modified on , 01/12/23*
12

13
14 (44) In September 2021, the Federal Home Loan Mortgage Corporation ("Freddie
15 Mac") released the results of a five-year study based on more than 12 million appraisals.
16 The study found that "Appraisers' opinions of value is more likely to **fall below the**
17 **contract price in Black and Latino census tracts**, and the extent of the gap increases
18 as the percentage of Black or Latino people in the tract increases." These differences
19 remained constant even when other characteristics of the property and neighborhood
20 were equal.
21

22
23 The Freddie Mac study also concluded that the race of mortgage applicants affects
24 appraisal value. Black and Latino applicants were more likely than white applicants to
25 receive an appraisal value lower than the contract price.
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1 The Freddie Mac study also evaluated the selection of comps for housing appraisals
2 located in a Black or Latino census tract. The study concluded that appraisers chose
3 comps located substantially closer to the subject property if it was located in a Black or
4 Latino census tract than if it was located in a white census tract. This conclusion
5 suggests that appraisers continue to view neighborhoods, and thus relevant comps,
6 based on racial demographics.
7

8
9 Appraisal Management Companies, following industry reforms enacted by the
10 Dodd-Frank Wall Street Reform and Consumer Protection Act, mortgage lenders and
11 brokers could no longer employ or contract with an appraiser directly to appraise
12 property for mortgage lending. *See* 15 U.S.C. § 1639e. Instead, lenders and brokers
13 contract with independent appraisal management companies to obtain an appraisal.
14 Appraisal management companies (AMCs) is business entities that serve as
15 intermediaries between lenders and appraisers. AMCs contract with lenders or other
16 entities to provide appraisal services. AMCs then contract with licensed and certified
17 appraisers to perform appraisal assignments. AMCs is licensed and regulated. **An AMC**
18 **is required by law to review the work of all employee appraisers and independent**
19 **contractor appraisers with whom it contracts to ensure that appraisal services is**
20 **performed in accordance with the Uniform Standards of Professional Appraisal**
21 **Practice U.S.C.**
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1
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3 **INJURIES**
4

5 (45) As a result of the unlawful state and federal practices of defendants as alleged herein,
6 Plaintiff Adrian M. Tisdale suffered damages; impaired credit due to forced bankruptcy
7 filing, including loss of financing opportunity in connection with her refinance, economic
8 losses, emotional distress, and violation of their civil rights. In addition, defendants'
9 discriminatory appraisal practices result in lower property values in Rockdale County
10 generally, to the detriment of Plaintiff.
11

- 12 a. Plaintiff will not get asking sale price of 1.5 million because Plaintiff
13 by law is required to disclose all "known" information related to the
14 property listed for sale. Once an unbiased appraisal value of
15 \$895,000.00 is disclosed, no one will be willing to pay 1.5 or 1.4
16 million reduced prices to Plaintiff listed sale price.
17
18

19 (46) As a result of the unlawful practices of defendants as alleged herein, plaintiff has
20 suffered diversion of its scarce resources and frustration of its mission to operate her
21 business. Accordingly, it is an aggrieved person within the meaning of the USPAP Act
22 and Georgia Fair lending Act. In doing the acts of which Plaintiff complain, defendants
23 acted recklessly, callously, and willfully, with malice, and with wanton and conscious
24 disregard for fair and nondiscriminatory rights of the plaintiff have to have an impartial,
25 unbiased, and valid appraisal performed. Accordingly, Plaintiff is entitled. to punitive
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1 damages under the **Unfair Acts or Practices**, USPAP (appraisal) and the Civil 8 Right
2 Act of 1866.

3
4
5 (47) There now exists an actual controversy between the parties regarding defendants
6 duties under federal and state laws. Accordingly, Plaintiff is entitled to declaratory relief.
7 Unless enjoined, defendants will continue to engage in the unlawful acts and the pattern,
8 practice, or policy of discrimination described above. Plaintiff have no adequate remedy
9 at law. Plaintiff now suffering and will continue to suffer irreparable injury from
10 defendants' acts and their pattern or practice of discrimination unless relief is provided by
11 this Court. Accordingly, the plaintiff is entitled to injunctive relief.
12

13
14 **CLAIMS**

15 **FIRST CLAIM FOR RELIEF [USPAP]**

16 *[Plaintiff Adrian M Tisdale vs. All Defendants]*
17

18 (48) Under this Congressional authority, the Appraisal Foundation publishes the
19 Uniform. Standards of Professional Appraisal Practice (USPAP). USPAP provides
20 ethical and performance requirements for professional appraisers, and provides AMCs,
21 borrowers, and lenders with a gauge by which to measure the quality of an appraiser's
22 analysis and reliability of their conclusions. Federal and state law require all real estate
23 appraisals to conform to USPAP standards. *See* 12 17 C.F.R. § 323.4 (a).
24
25

26
27 (49) USPAP contains rules and standards for appraisers, including rules of ethics. One of
28 the components of USPAP's Ethics Rule provides that an appraiser "must not perform
PLEADING TITLE COMPLAINT INJUNCTIVE DECLARATORY & MONETARY RELIEF; JURY TRIAL DEMAND 43

1 an assignment with bias.” Another component of USPAP’s Ethics Rule provides an
2 appraiser.

3
4
5 (50) “Must not use or rely on unsupported conclusions relating to characteristics such as
6 race, color...or that homogeneity of such characteristics is necessary to maximize value.”

7 USPAP Standards Rule 1-1 states that: “In developing a real property appraisal, an
8 appraiser must: (a) be aware of, understand, and correctly employ those recognized methods
9 and techniques that is necessary to produce a credible appraisal; (b) **not commit a**
10 **substantial error or omission or commission that significantly affects an appraisal;**
11 **and (c) not render appraisal services in a careless or negligent manner, such as by making**
12 **a series of errors that, although individually might not significantly affect the results of an**
13 **appraisal, in the aggregate affects the credibility of those results.”**

14
15
16
17 **SECOND CLAIM FOR RELIEF**

18 ***Rescission of transaction based on misrepresentation authorized.***

19 *GA Code § 23-2-52 (2020)*

20 ***[Plaintiff Adrian M Tisdale vs. All Defendants]***

21 (51) Plaintiff re-allege and incorporate by reference each paragraph previously
22 alleged in this complaint. In acting as alleged herein, defendants have injured Plaintiff
23 by material misrepresentation, made for the purpose of inducing another to execute a
24 promissory note, will authorize the maker, after executing the note, to rescind the
25 transaction on discovery of the fraud if the maker relied upon the representation and
26 was thereby induced to execute the note. Thompson v. Wilkins, 143 Ga. App. 739,
27 240 S.E.2d 183 (1977).

1
2 (52) The defendant(s) Skybeam Capital REIT, LLC unlicensed and unregistered is
3 not a legal entity by which has the right to enter into any binding contracts in the
4 State of Georgia. And therefore, should be rescinded or deem voided.
5

6
7 (53) Plaintiff re-allege and incorporate by reference each 62 paragraphs previously
8 alleged in this complaint. In acting as alleged herein, defendants have injured
9 Plaintiff by material representation falsely made by a vendor to a vendee
10 (defendants) to induce a sale, and made with knowledge of its falsity and acted upon
11 to the vendee's injury, amounts to actual fraud, and will void a contract, and authorize
12 rescission by the vendee if he acts promptly after discovery of the fraud and restores
13 or offers to restore whatever value he has received by virtue of the contract. Price
14 v. Mitchell, 154 Ga. App. 523, 268 S.E.2d 743 (1980).
15
16

17
18 (54) Hard money lending regulations: Hard money lenders are subject to federal and
19 state laws that bar them from lending to those who can't repay the loan. By law, hard
20 money lenders have to establish that a borrower has the means to make the monthly
21 payments and any scheduled balloon payment the defendant(s) Skybeam Capital
22 REIT, LLC unlicensed and unregistered is not a legal entity by which it has the right
23 to enter into any legally binding contracts in the State of Georgia. However, did not
24 force all applicants to sign the note for debt incurred that was approved on application.
25 Defendants made the commitment that defendant(s) would be allowed additional time
26 for renovation or restoration of property and could revisit the delay of interest payment.
27
28

1 Not only did the defendants not delay payments while under construction, also
2 imposed unreasonable late fees and accelerated interest rate from 12% to 18% now
3 demanding \$11,000.00 per month in interest only instead of \$7,200.00, place mortgage
4 into a default status. By this action of raising interest rate to 18% and foreclose actions,
5 defendants Skybeam Capital REIT LLC wanted to ensure **no ability to make regular**
6 **interest payments as well as ballon payment.**
7

8 a. Lender knew Plaintiff did not have the ability to repay the loan on
9 her own. Defendant Skybeam Capital REIT LLC required another
10 individual on application to approve the loan, Mr. Greene who was on
11 vacation was not required to sign the loan documents per the Lender to
12 close the loan, knowing Plaintiff did not have the ability of repayment on
13 her own. After Plaintiff spent over \$125K in repair cost and labor, Mr.
14 Greene decided to walk away from the project for another project to
15 invest his funds. Advising Plaintiff that he contacted the Lender
16 Skybeam Capital REIT LLC and was informed he was "*under no*
17 *obligation*" on the loan because he never signed any loan documents
18 agreeing to repayment.
19

20
21 b. However, the ability to repay was based on two applicants and
22 defendant never obliged both applicants to ensure ability to repay.
23 Therefore, Defendant knew Plaintiff did not have the ability of repayment
24 on her own and by not requiring all applicants who applied and was
25 approved jointly for the loan to sign and be obligated caused and gave
26
27
28

1 Mr. Greene as exit without any cause of action leaving him with no
2 obligation on the debt leaving the Plaintiff under financial stress alone.

3 c. This was defendant Skybeam Capital REIT LLC, knew in advance
4 that Plaintiff did not have the ability to secure the loan or have the ability
5 to repay on her own. Plan to allow Plaintiff to repair and upgrade the
6 building at her cost, knowing she did not have the ability to pay without
7 joint applicant to double their investment within one year by foreclosure.
8

9 d. Defendant Skybeam Capital REIT LLC did not follow Federal and
10 State laws to ensure the ability of repayment by binding both parties to
11 the Promissory mortgage note.
12

13
14 (55) The defendants who did not standing in the State of Georgia to bring any court
15 action claims filed A proof of claim in the United States Bankruptcy Court Case #23-
16 52191 and immediately filed foreclosure On March 7, 2023 selling the property back to
17 the Lender in violation of Section 362 of title 11 of the United States Code (the
18 “Bankruptcy Code”) provides that the filing of a bankruptcy petition results in an
19 automatic stay generally enjoining all actions, including a foreclosure sale, against a
20 debtor or its property.
21

22
23 [1] In *Bayview Loan Servicing LLC v. Fogarty*, the United States
24 Court of Appeals for the Second Circuit held that the automatic stay is violated
25 by a creditor when it tries to proceed with a foreclosure in which the debtor is
26 named, even if that debtor only had a possessory interest in the property. [2] In
27 2010, Debtor Eileen Fogarty lived in a house (the “Property”) in Shirley, New
28

1 York and held a 99% interest in 72 Grandview LLC (the “LLC”), the entity that
2 owned the Property.[3] When the LLC stopped making mortgage payments on
3 the Property, the owner of the mortgage, Bayview Loan Servicing LLC
4 (“Bayview”), began proceedings to foreclose on the Property.[4] In January 2018,
5 Bayview obtained a judgment in the state foreclosure action and the LLC and
6 Fogarty were each named as defendants.[5] The judgment authorized a sale of the
7 Property on April 17, 2018.[6] Four days before the scheduled sale, Fogarty filed
8 a voluntary petition for relief under chapter 7 of the Bankruptcy Code with the
9 Bankruptcy Court for the Eastern District of New York.[7] Fogarty informed
10 Bayview of the bankruptcy filing and the resulting automatic stay on the eve
11 of the foreclosure sale.[8] Notwithstanding the bankruptcy filing, Bayview
12 proceeded with the sale of the Property and it was sold to a third party.[9] Fogarty
13 sued Bayview in bankruptcy court for willful violation of the automatic
14 stay.[10] According to Bayview, the LLC itself needed to file for bankruptcy for
15 the stay to go into effect. In a brief order, the bankruptcy court sided with Bayview
16 and concluded that the foreclosure was solely an in rem action that does not create
17 a stay because the LLC did not file for bankruptcy.[11] Fogarty appealed the
18 bankruptcy court’s decision to the United States District Court for the Eastern
19 District of New York.[12] The district court held that the foreclosure sale violated
20 the automatic stay because it was an action against the debtor and its assets. In
21 particular, Fogarty was (i) named as a defendant in the foreclosure action and (ii)
22 Fogarty’s possessory interest in the Property as tenant was part of her bankruptcy
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1 estate.[13] On a subsequent appeal by Bayview, the United States Court of
2 Appeals for the Second Circuit affirmed the district court.[14]
3

4 The Second Circuit reasoned that the “plain text” of 11 U.S.C. § 362 supports
5 the conclusion that the automatic stay blocks the foreclosure sale by
6 Bayview.[15] Citing Section 362(a)(1), the court stated that “the Sale
7 represented a ‘continuation . . . of a judicial, administrative, or other action
8 or proceeding against the debtor.’”[16] The foreclosure sale “continuation”
9 because Fogarty was named a defendant in the foreclosure action against her
10 and the foreclosure sale was part of this same proceeding.[17] The court also
11 explained that Section 362(a)(2) applies because the foreclosure judgment
12 against Fogarty entered in February 2018 was “obtained before the
13 commencement of Fogarty’s bankruptcy proceeding on April
14 13.”[18] Finally, the court rejected Bayview’s arguments that the stay did not
15 apply to Fogarty because the foreclosure action was an *in rem* proceeding
16 and that the sale will not affect Fogarty’s bankruptcy estate.[19] There is no
17 distinction in Section 362(a) between *in rem* and *in personam* proceedings
18 where the debtor is a named defendant and the statute does not consider the
19 reason why the debtor was named as a defendant.[20] Because Bayview was
20 aware of the bankruptcy filing, the Second Circuit concluded that Bayview
21 willfully violated the automatic stay by completing the foreclosure sale after
22 a named defendant in the action filed for bankruptcy.[21] The court noted
23 that its conclusion was consistent with the plain meaning of section
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1 362.[22] Moreover, the court noted that Bayview could not identify any
2 court that held “that the automatic stay does *not* apply to a proceeding in
3 which the debtor is a named defendant.”[23] Finally, the Second Circuit
4 emphasized that automatic stay provision is to be broadly construed and is
5 “one of the fundamental debtor protections” in the Bankruptcy Code.[24]
6

7
8 [1] 11 U.S.C. § 362(a); 11 U.S.C. § 301., [2] See Bayview Loan Servicing LLC v. Fogarty (*In re Fogarty*), 39 F.4th 62, 71 (2d Cir.
9 2022), [3] *Id.* at 67., [4] *Id.* at 68., [5] *Id.*, [6] *Id.*,[7] *Id.*, [8] *Id.* at 69., [9] *Id.*, [10] *Id.*, [11] *Id.*, [12] *Id.* at 69–70., [13] *Id.* at 70.,
10 [14] *Id.* at 81., [15] *Id.* at 71–72., [16] *Id.* at 72; 11 U.S.C. § 362(a)(1), [17] *In re Fogarty*, 39 F.4th at 72., [18] *Id.*; 11 U.S.C. §
11 362(a)(2), [19] *In re Fogarty*, 39 F.4th at 74., [20] *Id.*; 11 U.S.C. § 362(a), [21] *In re Fogarty*, 39 F.4th at 77., [22] *Id.* at 74.,
12 [23] *Id.* at 73., [24] *Id.* (quoting Eastern Refractories Co. Inc. v. Forty Eight Insulations Inc., 157 F.3d 169, 172 (2d Cir. 1998)).

13 (56) On the advice of Plaintiff’s attorney, a motion was filed to withdraw motion for
14 sanction, damages, and denial of motion to validate foreclosure sale based upon
15 **defendants assertion they would work out a settlement deal with Plaintiff.** The
16 withdrawal of the violation of relief from stay, defendants reneged on assertion and
17 refused to work out any settlement and continued to demand \$10,893.93 plus
18 \$1089.92 following up within approximately 30 days another notice of hearing for
19 adequate protection payments.

20 g. This was an interest only loan and the defendants were never at risk of
21 principal balance of \$726,000.00 even without the full amount of interest it
22 sought, property worth over 2 million dollars. The defendants demand to
23 double the amount above the contract payment of \$7200.00 to force Plaintiff
24 into financial stress by demanding another \$6,006.15 in interest payment
25 each month. When in fact the defendants were breaking the law and
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27
28

1 impacted the ability of Plaintiff to pay, since a second party was used to
2 qualify for the loan under Skybeam Capital REIT LLC.
3

4
5 **(57) Damages generally.** - Misrepresentation of a material fact, made by one of the
6 parties to a contract, though made by mistake, and innocently, if acted on by the
7 opposite party, constitutes legal fraud, and the party injured in consequence thereof
8 may set up the damages thus arising in defense to an action upon the contract. Morton
9 v. W.T. Tharpe & Co., 41 Ga. App. 788, 154 S.E. 716 (1930).
10

11 **THIRD CLAIM FOR RELIEF**

12 **[Civil Rights Act of 1866]**

13 42 U.S.C. § 1981

14 *[Plaintiff Adrian M Tisdale vs. All Defendants]*

15
16 (58) Plaintiff re-allege and incorporate by reference each paragraph previously alleged
17 in this complaint. In acting as alleged herein, defendants have injured Plaintiff by
18 impairing their right to make and enforce contracts, and to the full and equal benefit of
19 the laws for security of property as is enjoyed by white citizens, in violation of 42
20 U.S.C. § 1981. Accordingly, Plaintiff is entitled to relief under 42 U.S.C. §§ 1981 and
21 1988 (a).

22 **FOURTH CLAIM FOR RELIEF**

23 **[Civil Rights Act of 1866]**

24 42 U.S.C. § 1982

25 *[Plaintiff Adrian M Tisdale vs. All Defendants]*

26 (59) Plaintiff re-allege and incorporate by reference each paragraph previously
27 alleged in this complaint. In acting as alleged herein, defendants have injured
28

1 Plaintiff by depriving the Plaintiff of the right to refinance, lease, sell, hold, and
2 convey real property, in violation of 42 U.S.C. 13 § 1982. Due to fraudulent
3 appraisal and Foreclosure listed April 2023 and November 2023 in the newspaper,
4 and actual foreclosure sale taking place March 7, 2023 without standing in State of
5 Georgia forced bankruptcy file due to defendants actions. Accordingly, Plaintiff is
6 entitled to relief under 42 U.S.C. §§ 1982 and 1988 (a).
7

8
9 **FIFTH CLAIM FOR RELIEF**

[Civil Rights Act]

GA Code § 51-9-1 (2020).

[Plaintiff Adrian M Tisdale vs. All Defendants]

10
11
12 (60) Plaintiff re-allege and incorporate by reference each paragraph previously alleged
13 in this complaint. In acting as alleged herein, defendants have engaged in intentional
14 and arbitrary discrimination the operation of a business establishment based on
15 Plaintiff' race, or the race of business owners in where the Rockdale County, Georgia
16 is located, or both in Atlanta Georgia. Accordingly, the Plaintiff is entitled to relief
17 pursuant to GA Code § 51-9-1 (2020)
18
19

20 **SIXTH CLAIM FOR RELIEF**

[Unfair Trade Practice]

Real Estate Appraisers Ga code § 43-39A-18 (b) (1) (2) (3) (4) (9) (10) (11)

[Plaintiff Adrian M Tisdale vs. All Defendants]

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22
23
24 (61) Plaintiff re-allege and incorporate by reference each paragraph previously alleged
25 in this complaint. In acting as alleged herein, defendants have engaged in intentional
26 and arbitrary discrimination the operation of performing any real estate appraisal
27 activity or specialized services which indicate any preference, limitation, or
28

1 discrimination based on race, color, religion, sex, disability, familial status, or national
2 origin or an intention to make any such preference, limitation, or discrimination a
3 business establishment based on Plaintiff' race, or the race of business owners in were
4 the Rockdale County, Georgia is located, or both in Atlanta Georgia. Accordingly, the
5 Plaintiff is entitled to relief pursuant to *Ga code § 43-39A-18 (b) (1) (2) (3) (4) (9) (10)*
6 *(11)*. Appraisers shall not engage in the following unfair trade practices:
7
8

9 **SEVENTH CLAIM FOR RELIEF**

10 **[Negligent Misrepresentation]**

11 *GA Code § 51-6-2 (2022)(a) (b)*

12 *[Plaintiff Adrian M Tisdale vs. All Defendants]*

13 (62) Plaintiff re-allege and incorporate by reference each paragraph previously
14 alleged in this complaint. Defendants represented to Plaintiff that they were
15 providing an unbiased appraisal of the property located at 955 Commercial St NE
16 Conyers GA 30012 based on all information available and in full compliance with
17 USPAP. Defendants intended for Plaintiff to rely on those representations.
18 Defendants' representations were untrue. Although one or more defendants may
19 have honestly believed that the representations were true, those defendants had no
20 reasonable grounds for believing the representations were true when they made
21 them. Plaintiff reasonably relied on defendants' representations and were harmed
22 in doing so.
23
24

25
26 **RELIEF**

27
28 **Wherefore, Plaintiff pray that the Court:**

PLEADING TITLE COMPLAINT INJUNCTIVE DECLARATORY & MONETARY RELIEF; JURY TRIAL DEMAND 53

- 1 a. Permanently enjoin defendants from engaging in discriminatory practices,
2 either directly or through others.
3
4 b. Immediately Enjoin defendants from engaging in any collection activities
5 or foreclosure procedures on promissory note under the defendant Skybeam
6 Capital REIT LLC, which is an illegal unlicensed and unregistered
7 Corporation in the State of Georgia until court trial. To dismiss all prior
8 claims and action currently pending in Bankruptcy case #23-525191
9 pending court trial and proper registration of the Secretary of Georgia
10 Certificate of Authority to do business.
11
12 c. Order defendants to take appropriate affirmative actions to ensure that the
13 activities complained about above is not engaged in by them again.
14
15 d. Declares that defendants have violated the provisions of applicable federal
16 and state laws.
17
18 e. Order Defendant Accurate Group LLC to perform another unbiased
19 appraisal report with the effective date of August 22, 2023, via an
20 independent contractor at their expense.

21 Award compensatory damages, statutory damages, and punitive damages to Plaintiff
22 according to proof.

- 23 a) To dismiss any and all claims under the Skybeam Capital REIT LLC promissory note
24 dated June 22,2022 and Security deed until such time the courts can determine it validity
25 of that note which was obtain during a time defendants were not a legal entity or licensed
26 to conduct business in the State of Georgia
27
28 b) Award costs of suit and reasonable attorneys' fees and expenses; and,

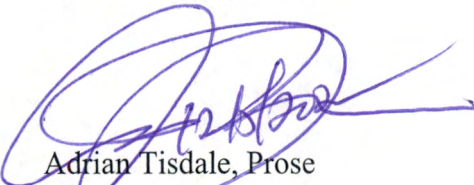
1 c) Grant all such other relief as the Court deems just.

2
3 **DEMAND FOR TRIAL BY JURY**

4 Pursuant to Rule 28 of the Federal Rules of Civil Procedure, Plaintiff hereby demand a
5
6 jury trial

7 DATED: November 30, 2023

8
9 Respectfully Submitted

10 

11 Adrian Tisdale, Prose
12 955 Commercial St NE
13 Conyers, GA 30012
14 Adriantisdale7195@gmail.com
15 (678) 206-3415

16 **REGISTERED AGENT**

17 VCORP SERVICES, LLC- Registered Agent
18 108 W. 13TH STREET SUITE 100
19 Wilmington New Castle DE 19801

20 **/s/Richard B. Maner**

21 Richard B. Maner, GA Bar No. 486588
22 Counsel for Movant
23 RICHARD B. MANER, P.C.
24 180 Interstate N Parkway Suite 200
25 Atlanta, GA 30339
26 Phone: (404) 252-6385; Fax: (404) 252-6394
27 rmaner@rbmlegal.com

28 COMMERICAL PROPERTY APPRAISER, LLC
ARDALAN FATHI (aka) ART FATHI- Registered Agent
1827 Powers Ferry Road, Bldg. 20 Suite 200
Atlanta. GA 30339

Incorp Services, Inc.- Registered Agent

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ACCURATE GROUP LLC
2000 Riveredge Parkway NW, Suite 885
Atlanta, GA 30328

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

ADRIAN M TISDALE (Individually)
RE: M & T REAL ESTATE GROUP II, INC

Plaintiff,

Vs

COMMERICAL PROPERTY APPRAISERS
LLC; ARDALAN FATHI (aka) ART FATHI
SKYBEAM CAPITAL REIT LLC.
ACCURATE GROUP LLC

Defendants.

Case No.

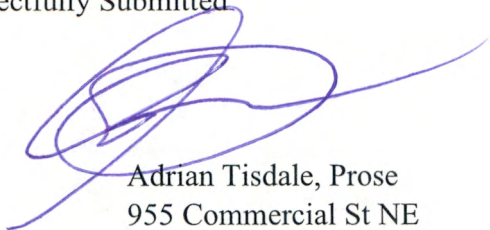
**COMPLAINT FOR INJUNCTIVE,
DECLARATORY, & MONETARY
RELIEF; JURY TRIAL DEMAND**

CERTIFICATE OF SERVICE

This will certify that I have this day caused to be served a copy of the within and foregoing Plaintiff's COMPLAINT FOR INJUNCTIVE DECLARATORY, & MONETARY RELIEF; JURY TRIAL DEMAND to Defendants' upon the following parties by placing the same in the United States Mail, postage prepaid, addressed to:

DATED: December 3, 2023

Respectfully Submitted



Adrian Tisdale, Prose
955 Commercial St NE
Conyers, GA 30012
Adriantisdale7195@gmail.com
(678) 206-3415

REGISTERED AGENT

VCORP SERVICES, LLC- Registered Agent
108 W. 13TH STREET SUITE 100
Wilmington New Castle DE 19801

/s/Richard B. Maner

Richard B. Maner, GA Bar No. 486588
Counsel for Movant
RICHARD B. MANER, P.C.
180 Interstate N Parkway Suite 200
Atlanta, GA 30339
Phone: (404) 252-6385; Fax: (404) 252-6394
rmaner@rbmlegal.com

COMMERICAL PROPERTY APPRAISER, LLC
ARDALAN FATHI (aka) ART FATHI- Registered Agent
1827 Powers Ferry Road, Bldg. 20 Suite 200
Atlanta. GA 30339

Incorp Services, Inc.- Registered Agent
ACCURATE GROUP LLC
2000 Riveredge Parkway NW, Suite 885
Atlanta, GA 30328

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-  EXHIBIT 2.3-APPRAISAL IMPROVEMENT REPORTED BY FATHI
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-  EXHIBIT 2-APPRAISAL RPT- 8-22-2023- FATHI
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-  EXHIBIT 6.1 APPRAISAL- FATHI-COMP-2 DISTRESS SALE
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-  EXHIBIT 8 APPRAISAL- FATHI-INSURABLE VALUE
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-  EXHIBIT 10.2- GEORGIA SOS- SKYBEAM REIT- NO DATA FOUND
-  EXHIBIT 11 - USSEC DELAWARE registered Corporation
-  Exhibit 11.1- SEC- filing-Skybeam Capital REIT LLC
-  EXHIBIT 12- TITLE COMMITMENT-MTREG
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-  EXHIBIT 19- CONTESTED MATTER TRIAL
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-  EXHIBIT 21- WEBSITE- SERVED 1000+ CLIENTS
-  EXHIBIT 22- NO BUSINESS LICENSE- COBB COUNTY
-  EXHIBIT 23- COMPLAINT AMC COMPANY EMAIL

SkyBeam Capital - Estimated Term Sheet



Loan # [REDACTED]

Address: 955 Commercial St NE, Conyers GA 30012
 Parcel ID: C190040001
 Collateral: 1st lien, assignment of leases/rents, fixtures, and personal guaranty
 Units: 1 (1=SFR,2=Duplex, etc)
 Type: Commercial
 Addition?: No (yes for additional sqft being added)
 Scope: 10,122 SF commercial office space 1958 const on .79 ac.
 Vacant?: Yes (yes for vacant, STR rental, or seller vacate holdback; no for tenant occupied)
 Exit Plan: Refinance

LOAN:	\$ 726,250.00
Interest Rate:	12.00%
LTV:	69.2%
LTC:	70.0%

BUYER PROFILE		Phone:	Email:
Guarantor(s):	Adrian M. Tisdale	678-206-3415	mtrealstategroup18@gmail.com
Guarantor(s):			
Borrower:	M & T Real Estate Group II, Inc. (A GA Corp)		EIN: 83-4622634
Mailing Address:	997 Commerce Dr SW, Ste 1A, Conyers, GA, 30094		
Approval Signature:		Date Agreed:	

LOAN SUMMARY		Payable To:	
FEES	Application Processing	SkyBeam Capital REIT LLC	POC \$ 495.00
	Underwriting	SkyBeam Capital REIT LLC	\$ 1,000.00
	Broker Fee	Baker Collins & Company	\$ 14,525.00
	Broker Processing fee	Baker Collins & Company	\$ 995.00
	Origination	SkyBeam Capital REIT LLC	\$ 14,525.00
	Feasibility & Builder Rpt		\$ -
	Appraisal		\$ -
PREPAIDS	Prepaid Inspections	@ \$400	\$ -
	Prepaid Interest	From closing through end of the month PRIOR to first due date (below); non-refundable	9 Days \$ 2,178.72 \$ 242.08 Per Diem
LEGAL	Attorney/Title Charges (estimated)		\$ 6,036.00
	Transfer Fees		\$ 1,037.50
	Tax Proration (estimated)	Annual Taxes	\$ (4,980.31)
FUNDING	Purchase Price/Payoff		\$ 1,037,500.00
	Construction Holdback	If we determine permits are required, draws will not be funded unless permit has been applied for. Inspectable items (MEPs, etc.) will require passed municipal inspections.	
		Total Costs	\$ 1,073,311.91
		LESS: Loan Amount	\$ (726,250.00)
	ESTIMATED Cash From/(Due) Borrower at or Prior to Closing - EM not incl:		\$ 347,061.91

- * 9 month Interest-Only Loan
- * \$ 7,262.40 Monthly Interest Payment due on 1st of the month
- * 8/1/2022 1st Payment Due (for prior month's interest)
- * 4/1/2023 Loan Maturity
- ** INSURANCE premium not included in Funds Due at Closing; add to HUD for payment

Closing Attorney: Katz Durell Lender: SkyBeam Capital REIT LLC
 Closing Date: 6/22/2022

FINAL APPROVAL / CLOSING SUBJECT TO:

- Completing Due Diligence, to include: Purchase/build contract, appraisal, permit legal entity background, financials, property/site inspection, credit, background, etc
- Clear title - no liens or judgements
- Past due taxes/utilities will be included on HUD (if applicable)
- Owner to fund construction until remaining projected < holdback amount
- Interest rate will increase by 0.5% if borrower does not elect payment via Lender-initiated ACH draft.
- LTV & LTC net of seller concessions subject to maximum allowed
- Property Vacant at closing or acceptable copies of leases, rent roll, and estoppel agreement provided
- Terms are void if not accepted before: 7/20/2022
- Terms subject to borrower performing the agreed scope upon which valuation is based
- Prepayment penalty \$20,000 if paid off within 30 days of closing; \$10,000 if within 31-75 days
- ** Builders risk insurance must cover purchase + rehab, be paid thru life of loan, and include: Mortgagee Clause/Additional Insured

MORTGAGEE CLAUSE:
 SkyBeam Capital REIT LLC
 ISAOA/ATIMA
 9450 SW Gemini Dr, PMB 85006
 Beaverton, Oregon 97008-7105

EXHIBIT "1"



August 26, 2023
Page 2

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 10). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Hypothetical Conditions:

- None noted

Extraordinary Assumptions:

- The appraiser has relied upon the Rockdale County Tax Assessor's Office records regarding the subject's building size, acreage size, and year built. We have assumed that this information is correct and accurate. If the assumption is found to be incorrect, the market value opinions stated herein could be affected significantly.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion:

Reconciled Value: Premise: "As-Is" Value
 Interest: Fee Simple Estate
 Value Conclusion: \$895,000
 Date of Value: August 22, 2023

The market exposure time preceding August 22, 2023 would have been 12 months and the estimated marketing period as of August 22, 2023 is 12 months.

Respectfully submitted,
Commercial Property Appraisers, LLC

Art Fathi, MAI
Principal
Georgia State Certification No.
Phone: 404-771-4151
Email: art@commercial-property-appraisers.com

EXHIBIT D



**APPRAISAL REPORT
REAL ESTATE APPRAISAL**

**Of
Office Building
955 Commercial Street NE
Conyers, Rockdale County, GA 30012**



**As of
August 22, 2023**

**Prepared For
Skybeam Capital
3225 Cumberland Blvd, Suite 100
Atlanta, GA 30339**

**Order Number:
State AMC License Number:**

**Prepared by
COMMERCIAL PROPERTY APPRAISERS, LLC
Art Fathi, MAI
1827 Powers Ferry Road SE
Bldg 20, Suite 200
Atlanta, GA 30339**

**File Name:
23-ATL-1122**

COMMERCIAL PROPERTY APPRAISERS, LLC



1827 Powers Ferry Road SE
Bldg 20, Suite 200
Atlanta, GA 30339

404-771-4151

art@commercial-property-appraisers.com
www.commercial-property-appraisers.com

August 26, 2023

Skybeam Capital
3225 Cumberland Blvd, Suite 100
Atlanta, GA 30339

Re: Appraisal Report, Real Estate Appraisal
Office Building
955 Commercial Street NE
Conyers, Rockdale County, GA 30012
File Name: 23-ATL-1122

Dear Client:

At your request, we have prepared an appraisal report for the above referenced property, which may be briefly described as follows:

The subject is located at 955 Commercial Street NE in Conyers, Rockdale County, Georgia. The subject is comprised of a single-story stand-alone office building that is situated upon a 0.79-acre site. The subject is located within the historic downtown area of Conyers which is commonly known as Olde Town Conyers. The subject building features 10,291 square feet of office space. The subject was originally constructed as a train warehouse in 1948 and expanded in 1958 and 1983. The subject is located directly adjacent to an active train line. The subject was extensively renovated and reconfigured for office usage in 2005. The subject's building features masonry brick exterior and standing seam metal sandwich construction components.

The subject features a reception area with two large conference rooms, several private offices, and a kitchen/breakroom area. The subject currently features four tenants that occupy a small portion of the subject's overall building size. The appraiser has repeatedly requested but was not provided with any rental information regarding the subject's current tenants. At the client's request the appraiser has provided a market-based fee simple estate value for the subject property. Lastly, the subject is currently listed for sale by Ms. Tondaleya Carter with KW Commercial Realty with an asking price of \$1,500,000 and it has been on the market for approximately 4 months with limited interest expressed thus far. A more thorough description of the subject property is presented in the Site Analysis and Improvement Analysis sections of this report.

I have not performed services as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Moreover, my engagement in this assignment was not contingent upon developing or reporting predetermined results. Lastly, I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.

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Summary of Important Facts and Conclusions

GENERAL

Subject: Office Building
955 Commercial Street NE
Conyers, Rockdale County, GA 30012

The subject is located at 955 Commercial Street NE in Conyers, Rockdale County, Georgia. The subject is comprised of a single-story stand-alone office building that is situated upon a 0.79-acre site. The subject is located within the historic downtown area of Conyers which is commonly known as Olde Town Conyers. The subject building features 10,291 square feet of office space. The subject was originally constructed as a train warehouse in 1948 and expanded in 1958 and 1983. The subject is located directly adjacent to an active train line. The subject was extensively renovated and reconfigured for office usage in 2005. The subject's building features masonry brick exterior and standing seam metal sandwich construction components.

The subject features a reception area with two large conference rooms, several private offices, and a kitchen/breakroom area. The subject currently features four tenants that occupy a small portion of the subject's overall building size. The appraiser has repeatedly requested but was not provided with any rental information regarding the subject's current tenants. At the client's request the appraiser has provided a market-based fee simple estate value for the subject property. Lastly, the subject is currently listed for sale by Ms. Tondaleya Carter with KW Commercial Realty with an asking price of \$1,500,000 and it has been on the market for approximately 4 months with limited interest expressed thus far.

Owner: M & T Real Estate Group II, Inc.

Tax Identification No:

Date of Appraisal: August 22, 2023

Intended Use: The report is intended to be used as an aid in internal decision making and loan underwriting.

Intended User: Skybeam Capital

Sale History: The subject's current owner acquired title to the subject property from Mobile Capitalists, LLC on June 22, 2022 for \$1,037,500 as recorded in deed book and page numbers 7387-31. According to the Rockdale County Tax Assessor's Records, there have not been any other sales of the subject property during the past three years.

Current Listing/Contract: The subject is not currently under contract. The subject is currently listed for sale by Ms. Tondaleya Carter with KW Commercial Realty with an asking price of \$1,500,000 and it has been on the market for approximately 4 months with limited interest expressed thus far.

Land Area: Total: 0.79 acres; 34,412 square feet
Usable: 0.79 acres; 34,412 square feet

Improvements:

Building Info:

Year Built: 1948, 1958, 1983,
& 2005 renovation
Condition: Good
Number of Stories: 1
Number of Buildings: 1
Gross Building Area (GBA): 10,291 square feet

Zoning: BGC, General Business District

Highest and Best Use of the Site: Office
Development

Highest and Best Use as Improved: Existing
Improvements

"As-Is" VALUE INDICATION

Reconciled Value: "As-Is"
Value Conclusion: \$895,000
Effective Date: August 22, 2023
Property Rights: Fee Simple Estate

**EXHIBIT " 2.1" BEFORE & AFTER PICTURES
955 COMMERCIAL STREET
FIRST PURCHASE BUILDING – JUNE 2022**

Before – Hallway blocked with large Star War figures and phone booths – Safety Hazard-



AFTER This is what this hall has been changed to

About us

ABOUT US

**M & T REAL ESTATE
GROUP II
WE WORK FOR U GA**

955 COMMERCIAL STREET NE CONYERS, GA 30012

INSIDE OUR SPACE:
OFFICE SPACES
MEETING ROOMS
CLASSROOMS
POST OFFICE
PRINT SHOP
COFFEE SHOP
CAFE

FEATURES

- HIGH SPEED INTERNET
- ON-SITE MANAGEMENT
- FREE OFFICE SUPPLIES
- FREE MEETING EVENTS
- FREE COMMUNITY
- 24/7 SECURITY

470-474-1071
MTREALESTATEGROUP2
@GMAIL.COM



EXHIBIT "2.1"

BEFORE – LOBBY & HALLWAY



Hallway View

AFTER our upgrades to building



2 more bathrooms in the hallway. Plus, another large bathroom in the Spa area. None of these bathrooms mention in the Appraisal report by Defendant Fathi. We have a total of 5 Handicap bathrooms in the building. Defendant Fathi only reflected 1 bathroom in the garage storage area in the building.

Lobby with an active water Fountain Pond!



AFTER OUR UPGRADES

The Plaintiff invested over \$140,000+ dollars into the building to renovate and upgrade awnings over each suite door. There were so many holes in all of the walls after they removed all pictures and plaques, we were forced to hire contractors to patch and prep all 10,291 square feet of walls before repainting. No upgrades were included in the appraisal report and Defendant Fathi was told I could product receipts.

RIGHT SIDE OF THE BUILDING
Retail space



LEFT SIDE OF THE BUILDING
Office rental suite



BEFORE - You couldn't move around in this building pack full of stuff! The difference, the people that own the building were non-African American

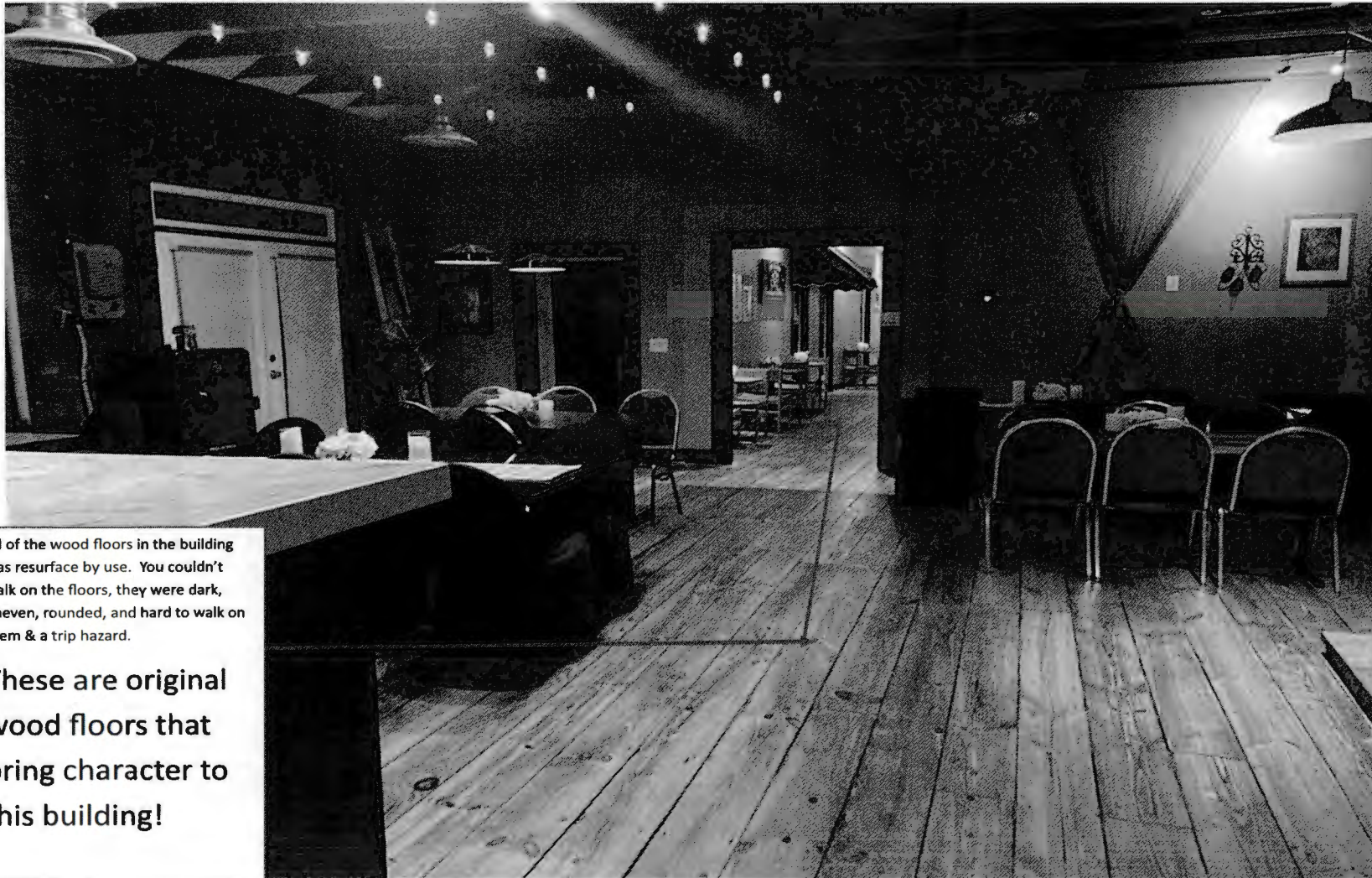




Kayla Schlemmer Appraisal

Original wood floor to the building that we paid to have resurface. You could not walk on the floor due to uneven surface.

AFTER



All of the wood floors in the building was resurface by use. You couldn't walk on the floors, they were dark, uneven, rounded, and hard to walk on them & a trip hazard.

These are original wood floors that bring character to this building!

Bathroom located in the Bistro Jazz room





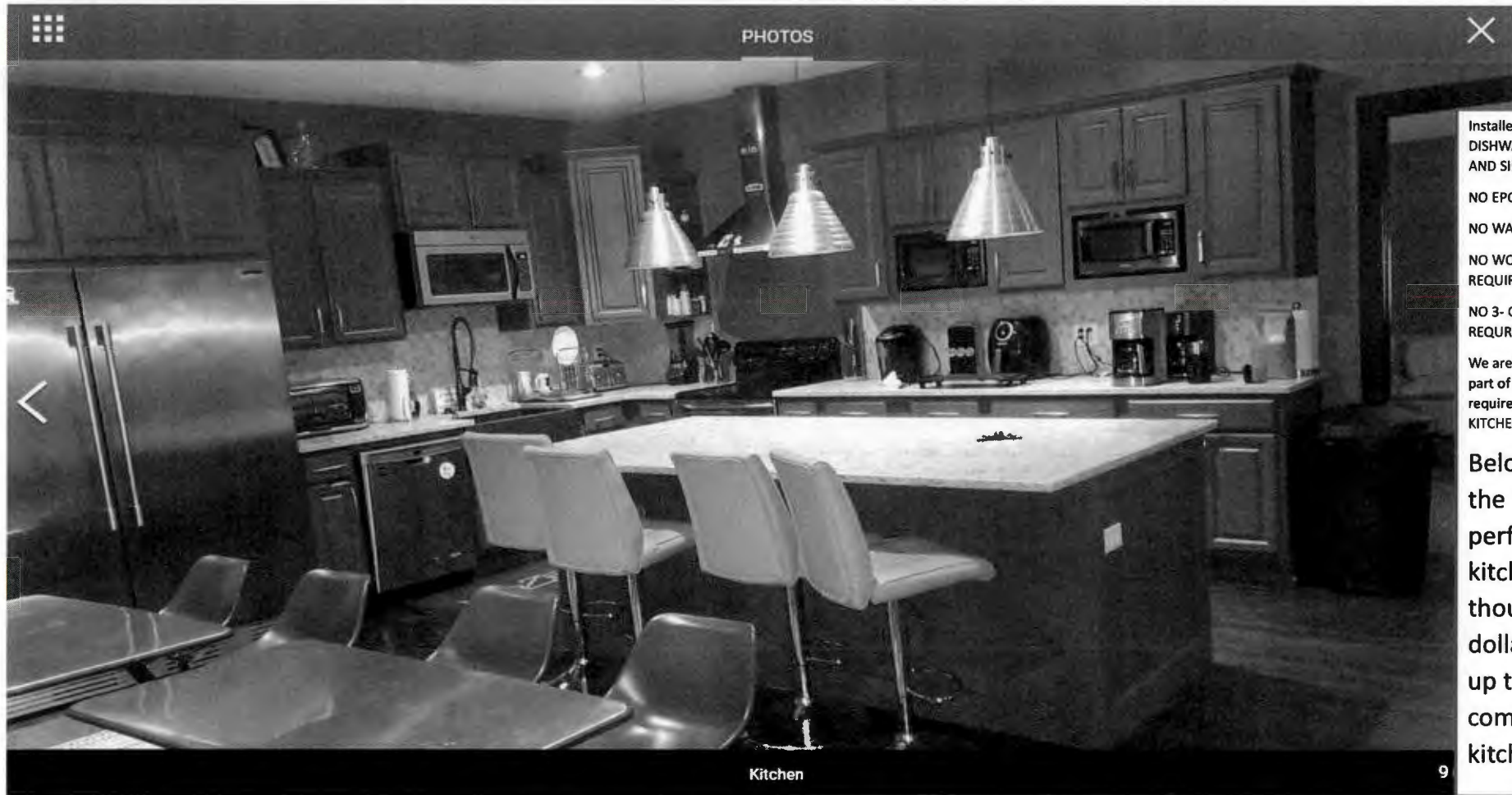
Before conference room



After conference room



BEFORE- Kitchen area



Installed residential STOVE,
DISHWASHER, REFRIGERATOR
AND SINK –

NO EPOXY PAINT REQUIRED!

NO WALL COVERING REQUIRED!

NO WOOD FLOOR COVERING
REQUIRED.

NO 3- COMPARTMENT SINK
REQUIRED

We are using this Kitchen as
part of our Restaurant which
requires "COMMERICAL" grade
KITCHEN plan?

Below will reflect
the renovation
performed on the
kitchen and
thousands of
dollars to bring it
up to code for a
commercial
kitchen.

AFTER- We were required to paint this kitchen with epoxy paint that cost us \$200.00 per gallon x 5 gallons of paint to cover the “blue” walls and cover the floors with Laminate flooring, \$3,500.00 install a 3-compartment sink \$500.00 and we replace all the appliances to Commercial Grade.- BUILT-out kitchen storage room \$2500.00 Cost additional \$15,000 to change out all appliances! We are waiting for the Rockdale Health Department approval to move forward.

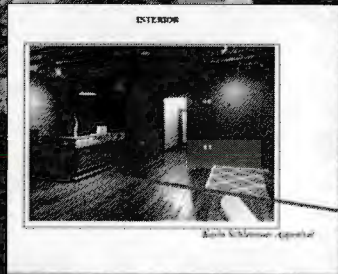


BEFORE front office room



AFTER front office room





This wood platform was already in the building- Built by the prior "white" occupants that the City of Conyers considers a trip hazard NOW!

BEFORE- This is a picture of the fence around the storm drain.



This is the only part of the parking concrete parking lot pad defendant Fathi reflected in his report and stated there was no parking to the building at all except “Street parking”.

BEFORE



So how is this building only worth \$895,000.00 with all of the improvements, but worth \$1,050,000.00 “AS IS” without any improvement and in very bad shape?

We also power washed this entire building which was not cheap!



AFTER-



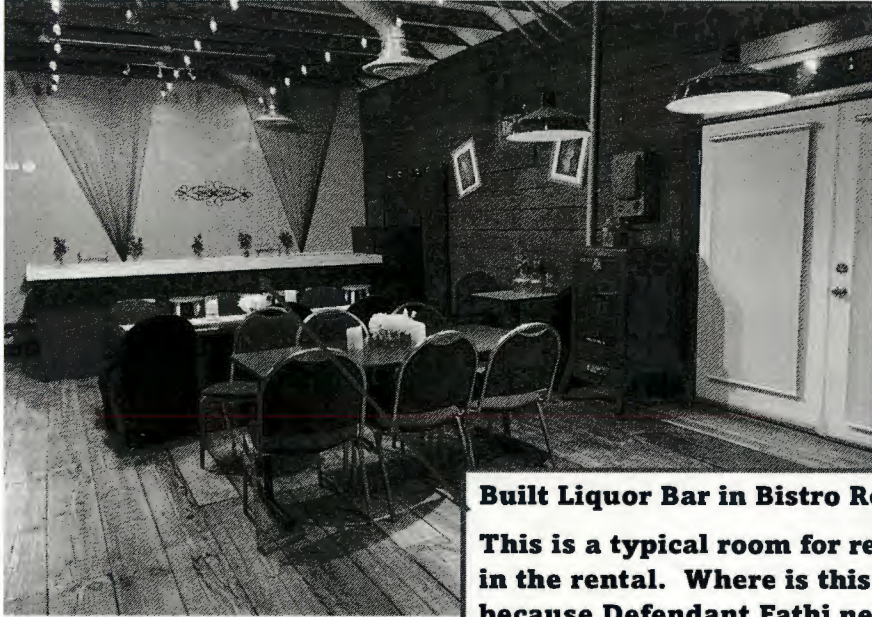
**21 Private Parking Spaces,
NOT reflected in report.
Parking add value in any
appraisal report**



TYPICAL VIEW OF THE SUBJECT PROPERTY







Private Office Space for Rent

Includes: private, Monitor, all utilities (gas, electric, water) Internet, Private Mailbox, Receptionist 3am - 5pm, 24/7 access, suite access, electronic lock, conference room availability.

Built Liquor Bar in Bistro Room

This is a typical room for rent in one of our suites to include furniture in the rental. Where is this room showed in the Appraisal. It's not because Defendant Fathi never went into any of the suite at all



GROUP OF BEFORE PICTURES



ADRIAN TISDALE <mtrealestategroup18@gmail.com>

23-ATL-1122_955 Commercial Street NE_Conyers

3 messages

Art Fathi, MAI <art@commercial-property-appraisers.com>
 To: "mtrealestategroup18@gmail.com" <mtrealestategroup18@gmail.com>

Wed, Aug 16, 2023 at 4:03 PM

Adrian,

Can you also please email me a copy of the lease agreement?

How much is your annual property insurance expense & repairs and maintenance expense?

How much did you spend on renovating the property after you bought it?

Does the tenant only pay rent or do they also reimburse you for real estate taxes, property insurance, and repairs and maintenance?

Does the tenant pay for their own utilities?

Art Fathi, MAI
 Commercial Property Appraisers, LLC
 1827 Powers Ferry Rd SE
 Bldg. 20, Suite 200
 Atlanta, GA 30339
 404.771.4151

ADRIAN TISDALE <mtrealestategroup18@gmail.com>
 To: "Art Fathi, MAI" <art@commercial-property-appraisers.com>
 Cc: GMAPC LAW <Gmapclaw1@gmail.com>

Thu, Aug 17, 2023 at 11:22 AM

I don't understand why you need answers some of the questions

Can you also please email me a copy of the lease agreement? Why do you need my tenants lease, you are performing an appraisal?

How much is your annual property insurance expense & repairs and maintenance expense?

Insurance cost = \$7189.00 per year but someone else may have cheaper or higher costs

Maintenance expense cost = \$250.00 per month

How much did you spend on renovating the property after you bought it?

I spent approximately \$125,000 in upgrades and repairs

Does the tenant only pay rent or do they also reimburse you for real estate taxes, property insurance, and repairs and maintenance?

Tenants only pay rent

Does the tenant pay for their own utilities?

Tenants pay no utilities, included in rent

[Quoted text hidden]

—

Adrian Tisdale CEO/POA

955 Commercial Street NE, Conyers, GA 30012

(678) 206-3415 direct - (470) 474-1071 ext. 1000

(470) 474-1078 - eFax

EXHIBIT "2.2"

<https://mtrealestategroup2.com/>



“We have moved! Please note our new Address: 955 Commercial St NE. Conyers, GA 30012”

If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distributed or copy of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender and remove any record of this message. This message and any attachments are for the intended recipient(s) only and may contain privileged, confidential and/or proprietary information about M & T Real Estate Group, or its customers, which M & T Real Estate Group does not intend to disclose to the public. If you received this message by mistake, please notify the sender by reply e-mail and delete the message and attachments.

ADRIAN TISDALE <mtrealestategroup18@gmail.com>
To: "Art Fathi, MAI" <art@commercial-property-appraisers.com>

Wed, Aug 23, 2023 at 10:04 AM


Here are the comps

On Wed, Aug 16, 2023 at 4:03 PM Art Fathi, MAI <art@commercial-property-appraisers.com> wrote:

[Quoted text hidden]

[Quoted text hidden]

2 attachments

 **6 month comps for 955 Commercial st.pdf**
855K

 **CRS DATA.pdf**
291K

Improvements Description

The following section details information about the subject improvements.

IMPROVEMENTS DESCRIPTION

Property Type: Office

Overview: The subject is located at 955 Commercial Street NE in Conyers, Rockdale County, Georgia. The subject is comprised of a single-story stand-alone office building that is situated upon a 0.79-acre site. The subject is located within the historic downtown area of Conyers which is commonly known as Olde Town Conyers. The subject building features 10,291 square feet of office space. The subject was originally constructed as a train warehouse in 1948 and expanded in 1958 and 1983. The subject is located directly adjacent to an active train line. The subject was extensively renovated and reconfigured for office usage in 2005. The subject's building features masonry brick exterior and standing seam metal sandwich construction components.

The subject features a reception area with two large conference rooms, several private offices, and a kitchen/breakroom area. The subject currently features four tenants that occupy a small portion of the subject's overall building size. The appraiser has repeatedly requested but was not provided with any rental information regarding the subject's current tenants. At the client's request the appraiser has provided a market-based fee simple estate value for the subject property. Lastly, the subject is currently listed for sale by Ms. Tondaleya Carter with KW Commercial Realty with an asking price of \$1,500,000 and it has been on the market for approximately 4 months with limited interest expressed thus far.

BUILDING SUMMARY

Construction Class: The construction class is Class D (masonry brick & standing seam metal sandwich).

Quality: The quality of the project is considered good.

Year Built: 1948, 1958, 1983, and renovated in 2005

Actual Age: 75 Years, 65 Years, and 40 Years

Effective Age: 20 Years

Remaining Economic Life: 25 Years

Comments: The subject's building and site improvements are currently in good overall condition.

FOUNDATION, FRAME & EXTERIOR

Foundation: Concrete slab

Structural Frame: Wood Frame

Exterior: The subject's exterior walls are comprised of masonry brick and standing seam metal sandwich construction components.

Roof/Cover: The subject's building features a pitched standing seam metal sandwich roof. There have been no reported leaks.

MECHANICAL SYSTEMS - ALL BUILDINGS

Heating: The subject's office area is heated via a natural gas furnace.

Cooling: The subject's office is cooled via ground mounted HVACs.

Electrical: Assumed adequate

Plumbing Condition: Assumed adequate

Sprinklers: The subject is not fire sprinklered.

Security: The subject features an onsite security system.

Comments: All mechanical systems are assumed to be in working condition and adequate for the existing use.

PARKING

Parking: Type: Public street parking
Condition: Average to good
Spaces: N/A

Other: The subject's office building does not feature any parking spaces. However, the subject is located in a section of downtown Conyers which features public street parking. It appears that there is an adequate quantity of public street parking spaces for customers and employees.

Appendix E: Appraisal Review Worksheet

This appendix has a worksheet that examiners may use when reviewing CRE appraisals. The worksheet includes 12 CFR 34 requirements, USPAP requirements, and sound appraisal practices. Some items could be not applicable (NA) depending on the circumstances.

CRE Appraisal Review Worksheet		
	Yes/No/NA	Comments
Appraiser Engagement and Certifications		
1. Was the appraiser engaged directly by the bank? (12 CFR 34.45(b)	No	Hard Money Lender
2. If the bank accepted an appraisal prepared for another institution, did the bank determine that the appraisal conformed to the requirements of 12 CFR 34 and was otherwise acceptable? (12 CFR 34.45(b)(2)	N/A	
3. Was the appraiser free from direct or indirect interest in the property or transaction? (12 CFR 34.45(a), (b)(1), or (b)(2)(i))	No	Appraiser was bias toward benefit of the Lender
4. Did the appraiser disclose the steps taken to comply with the competency provision of USPAP?	Yes	
5. Was the appraisal performed by a state certified or licensed appraiser? (12 CFR 34.43(a), (d), and (e))	Yes	
6. Did the bank review the appraisal for compliance with USPAP? (12 CFR 34.44(c))	N/A	
Appraisal Report Content		
7. Is the type of appraisal (e.g., appraisal report or restricted appraisal report)	Yes	Type of appraisal: Commercial
8. Does the appraisal include the legal description of the property? (USPAP Standards Rule 1-2(e))	Yes	Properties did not match pictures or data
9. Is the "as-is" market value reported?	Yes	
10. Is the property description accurate and complete? Consider whether the description includes	NO	Incorrect data and pictures not matched to property comps
a. the correct facts, such as property address, ownership interest, and square footage?	No	GBA SQUARE FOOTAGE IN ERROR
b. the actual or approximate year built or anticipated date of completion?	Unsure	
c. property condition analysis?	No	
d. building areas and dimensions with reference to the source of these?	No	NEVER MEASURED
e. adequate photos of improvements?	No	would not take pictures of improvement

CRE Appraisal Review Worksheet		
	Yes/No/NA	Comments
f. overall evaluation of construction quality, design, layout, and appearance?	NO	Pictures & data did not match comps
11. Did the appraisal consider and analyze any current agreement of sale, option, or listing of the property? (USPAP Standards Rule 1-5(a))	NO	
12. Did the appraisal consider and report, with reasonable detail, sales of the property occurring during the previous three years? (USPAP Standards Rule 1-5(b))	No	
13. Are any assumptions and limiting conditions consistent with the bank's intended collateral position in the transaction?	N/A	
14. Did the appraisal use applicable value approaches, explain omitted approaches, use appropriate techniques, and include a reasonable rationale for the reconciliation of approaches?	No	Value approaches used: AS IF BUILDING WAS EMPTY DEMAND BY THE LENDER TO DOWNGRADE VALUE
15. Did the appraisal analyze and report current market conditions? (USPAP Standards Rule 1-3(a))	Yes	However comps did not match
16. Did the appraisal report and discuss reasonable exposure time ?	No	
17. If the sales comparison approach is the primary approach to value, are the comparables truly comparable with respect to property characteristics and location, and does the appraiser clearly discuss and support the adjustments?	No	Not true comparables 1/2 size of the subject property & one property has a fictitious picture & data
18. Are the assumptions logical and supportable with market data?	N/A	
19. If the property is income-producing, are the historical operating statements analyzed, and are the property's projected income and expenses supportable, given the market? For example, did the report	No	Never asked for expenses and only asked for leases after the fact
a. analyze and report data on current revenues, expenses, and vacancies? (USPAP Standards Rule 1-4(c) and USPAP Statement on Standards-2)	No	Claim we only had 4 tenants but never mentioned those tenants rented 13 rooms 76% of building
b. include appropriate analysis of <i>discount and capitalization rates</i> ?	No	
c. include an analysis of the strength of the tenants, tenant rollover risk, anticipated rents, and probability of lease renewals?	No	Never asked about any upgraded and when made the offer- refused the information
d. analyze terms of outstanding leases and NOI compared with budgets?	No	
e. analyze marketing and other re-leasing costs?	No	Never asked for information

CRE Appraisal Review Worksheet		
	Yes/No/NA	Comments
f. indicate current and projected vacancy and absorption rates?	No	
g. indicate effective rental rates or sales prices including any concessions?	No	
h. discuss expertise of property management?	No	
i. consider effect of any planned or new construction or renovation coming in the market area?	No	
20. Did the appraisal analyze and report appropriate deductions and discounts for proposed construction or renovation, partially leased buildings, nonmarket lease terms, and tract developments with unsold units? (12 CFR 34.44(d). Refer also to OCC Bulletin 2005-32.)	No	
21. If significant differences are cited from past performance for underwriting criteria such as lease rates, expenses, and absorption, is there adequate explanation?	No	
22. If there are significant internal or external factors to the property that affect the future cash flow or value of the property, did the appraiser properly address them in the report? For example,	No	
a. did the report address whether the site and improvements are suitable for the market and can the property sustain its historical cash flow?	No	
b. based on the information in the report, can the reviewer determine the subject's relative position within its submarket and among its competing properties?	No	
c. did the report address future supply and demand? How might that affect the subject property?	No	
d. did the appraisal of the property anticipate the need for, and expense involved with, any replacements or improvements?	No	
23. For an appraisal report that elicits a value of the enterprise, such as going concern value, did the appraisal allocate that value among the three components of the total value: (1) the market value of the CRE, (2) the personal property value, and (3) the value of intangibles? (For more information, refer to the "Appraisals and Evaluations" section of this booklet.)	No	No personal property value or intangibles were discussed with the owner of the property
24. Are the determinants of the value conclusion reasonable? For example,	No	Excessive errors in comps

CRE Appraisal Review Worksheet		
	Yes/No/NA	Comments
a. are units of comparison (such as market prices per square foot or price per unit) consistent with those cited in comparables?	No	Did not compare apples to apples sq foot ranged from 3,000 to 8500 on comps via a 12,600 property
b. is the capitalization or discount rate supportable, and does it appear reasonable in terms of the class, property type, and market conditions?	No	
c. does the cost exceed or closely approximate value? If the project is not economically feasible, what is the borrower's and bank's motivation to engage in the transaction?	No	Hard Money Lender attempting to committ fraud with an bogus appraisal report.
25. Is market value based on the definition set forth in 12 CFR 34.42?	No	

Appendix F: Evaluation Review Worksheet

This appendix has a worksheet that examiners may use when reviewing CRE evaluations. Some items could be not applicable (NA) depending on the circumstances.

CRE Evaluation Review Worksheet		
	Yes/No/NA	Comments
1. Does the evaluation identify the location of the property?	Yes	
2. Does the evaluation describe the property and its current and projected use?	Yes	
3. Does the evaluation provide an estimate of the property's market value in its actual physical condition, use, and zoning designation as of the date the evaluation was completed, with any limiting conditions noted?	No	
4. Does the evaluation describe the methods the bank used to confirm the property's actual physical condition and the extent to which an inspection was performed?	No	
5. Does the evaluation describe the analysis that was performed and the supporting information that was used in valuing the property?	Yes	However used wrong comps Pictures and data incorrect on comps
6. Does the evaluation describe the supplemental information that was considered when using an analytical method or technological tool?	No	
7. Does the evaluation indicate all sources of information, as applicable, to value the property, including	Yes	However sources were bogus
a. external data sources (such as market sales databases and public tax and land records)?	Yes	Information was switch and bogus
b. property-specific data (such as previous sales data for the subject property, tax assessment data, and comparable sales information)?	Yes	Info on Comps were bogus
c. evidence of a property inspection?	Yes	
d. photos of the property?	Yes	
e. local market conditions?	Yes	based on wrong comps data
8. Does the evaluation include information on the preparer when an evaluation is performed by a person, such as the name, contact information, and signature ⁹⁹ of the preparer?	Yes	

At Adrian Tisdale

⁹⁹ The signature can be electronic or another legally permissible format.

APPRAISAL REPORT

On

**OFFICE BUILDING
955 COMMERCIAL STREET NE
CONYERS, ROCKDALE COUNTY GEORGIA 30012**

**For
NEXA MORTGAGE, LLC**

As Of

APRIL 9, 2022

By

KAYLA SCHLEMMER APPRAISAL LLC

EXHIBIT "3"

KAYLA SCHLEMMER APPRAISAL LLC
Commercial Real Estate Appraiser

KAYLA SCHLEMMER
CELL 404 617-9162

OFFICE
404 617 9162

MAILING ADDRESS
KAYLA SCHLEMMER
1928 LAKE LUCERNE DR SW
LILBURN, GEORGIA 30047

kschlemm@comcast.net

April 10, 2022

Adrian Tisdale
Branch Manager/MLO
NEXA Mortgage, LLC.
997 Commerce Dr. Suite 1A-100
Conyers Georgia 30094
678 206 3415
Mtrealestategroup18@gmail.com

Dear Ms. Tisdale:

At your request, I estimate the Market Value of the Office Building at 955 Commercial Street, Conyers, Rockdale County, Georgia 30012. I appraised the Fee Simple Estate. I provide the Market Value as of April 9, 2022, which coincides with the date of inspection. The date of the report is April 10, 2022.

The Market Value as of April 9, 2022 is:

ONE MILLION FIFTY THOUSAND DOLLARS
(\$1,050,000)

This report complies with the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Standards Board of the Appraisal Foundation and Supplemental Standards of Professional Appraisal Practice of the Appraisal Institute and Title XI of the Federal Financial Institution Reform Act of 1989 (FIRREA). This appraisal was prepared by a state licensed appraiser in compliance with Article XI of FIRREA.

The appraisal follows. Please advise if I can serve you further.

Sincerely,



Kayla Schlemmer
Georgia Certified Appraiser #3329

KPS/kps1982

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ADDENDA:

Engagement Letter

Appraiser Information

Maps

Subject Photographs

Comparable Rentals

Comparable Sales

SUMMARY AND CONCLUSION

PROPERTY IDENTIFICATION	:	Office Building at 955 Commercial street NE, Conyers, Rockdale County, Georgia 30012 Tax Parcel C190040001
DATE OF APPRAISAL	:	April 9, 2022
DATE OF INSPECTION	:	April 9, 2022
PROPERTY RIGHTS APPRAISED	:	Fee Simple Estate
LAND AREA	:	Total Area .79 Acres
BUILDING AREA	:	Total area under roof is 12,600sf. Built in 1948 as warehouse now Loft Office Space with rentable area is 10,122sf.
ZONING	:	BGC-District
HIGHEST AND BEST USE	:	Office
EXPOSURE & MARKETING PERIOD	:	12 months
INCOME APPROACH	:	\$1,000,000
SALES COMPARISON APPROACH	:	\$1,110,000
MARKET VALUE	:	\$1,050,000

LIMITING CONDITIONS

- This appraisal is subject to the following conditions:
- ❖ I assume a correct legal description. I assumed no responsibility for matters legal in character nor do we render any opinion as to the title, which I assume good and marketable.
 - ❖ All existing liens and encumbrances have been disregarded unless otherwise stated, and the property is appraised as though free and clear under responsible ownership and competent management.
 - ❖ I assume any proposed or incomplete improvements included in this report completed in accordance with approved plans and specifications and in a workmanlike manner.
 - ❖ Information furnished by others is believed to be reliable, but no responsibility is assumed for its accuracy.
 - ❖ Except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of the signatories of this appraisal report.
 - ❖ Qualified experts proficient in conducting environmental audits must determine the presence of hazardous or toxic materials. As appraisers, we cannot endorse or sanction an environmental audit. However, the presence of hazardous or toxic materials may require a deduction from value. Unless stated in the report, we have not been notified of and were unable to discern any hazardous or toxic materials that might be a detriment to Market Value, nor have I made a deduction from value due to the presence of hazardous or toxic materials.
 - ❖ It is my recommendation that the client obtain a qualified engineer, architect, or other Americans With Disabilities Act (ADA) expert to inspect the subject, determine the level of ADA compliance/ non-compliance, and estimate the cost to bring the property into compliance. Any non-conformity could have an effect on the Market Value conclusion. Unless otherwise stated, the value conclusion of this appraisal is based on the assumption the property is in ADA compliance.

PURPOSE, DATE, AND INTENDED USE OF THE APPRAISAL

At your request, I estimate the Market Value of the Office Building at 955 Commercial Street, Conyers, Rockdale County, Georgia 30012. I appraised the Fee Simple Estate. I provide the Market Value as of April 9, 2022, which coincides with the date of inspection. The date of the report is April 10, 2022.

This appraisal provides data for financial analysis. The purpose of this appraisal is to estimate the market value of the aforementioned property. The Intended Use of the report is to be used by NEXA Mortgage, LLC as an aid in under writing a loan, asset analysis, property purchase and/or the disposition of the asset.

"Market Value" is defined in *The Dictionary of Real Estate Appraisal, 4th edition*, as the most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and each acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

"***Fee Simple Estate***" is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations of eminent domain, escheat, police power, and taxation.

"***Leased Fee Estate***" is defined as an ownership interest held by a landlord with the right of occupancy conveyed by lease to others, and usually consists of the right to receive rent and the right to repossession at the termination of the lease.

SCOPE OF WORK

The 2020-2022 Edition of USPAP requires a Scope of Work. The scope of work in an assignment is acceptable when it meets or exceeds both the expectations of parties who are regularly intended users for similar assignments and what an appraiser's peers' actions would be in the same or a similar assignment. This basis for measuring the appropriate scope of work currently exists in USPAP (Standards Rules 1-2(f), 3-1(c), 4-2(f), 6-2(c), 7-2(f) and 9-2(e) in the 2018-19 edition), and the concept is included in the SCOPE OF WORK RULE - the type and extent of research and analyses in an assignment, the amount and type of information researched and the analysis applied in an assignment.

Scope of work includes, but is not limited to, the following:

- the degree to which the property is inspected or identified;
- extent of research into physical or economic factors that could affect the property;
- extent of data research; and
- type and extent of analysis applied to arrive at opinions or conclusions.

Appraisal Scope of Work

The problem to be solved in this appraisal is to provide the client with a Market Value of the subject property.

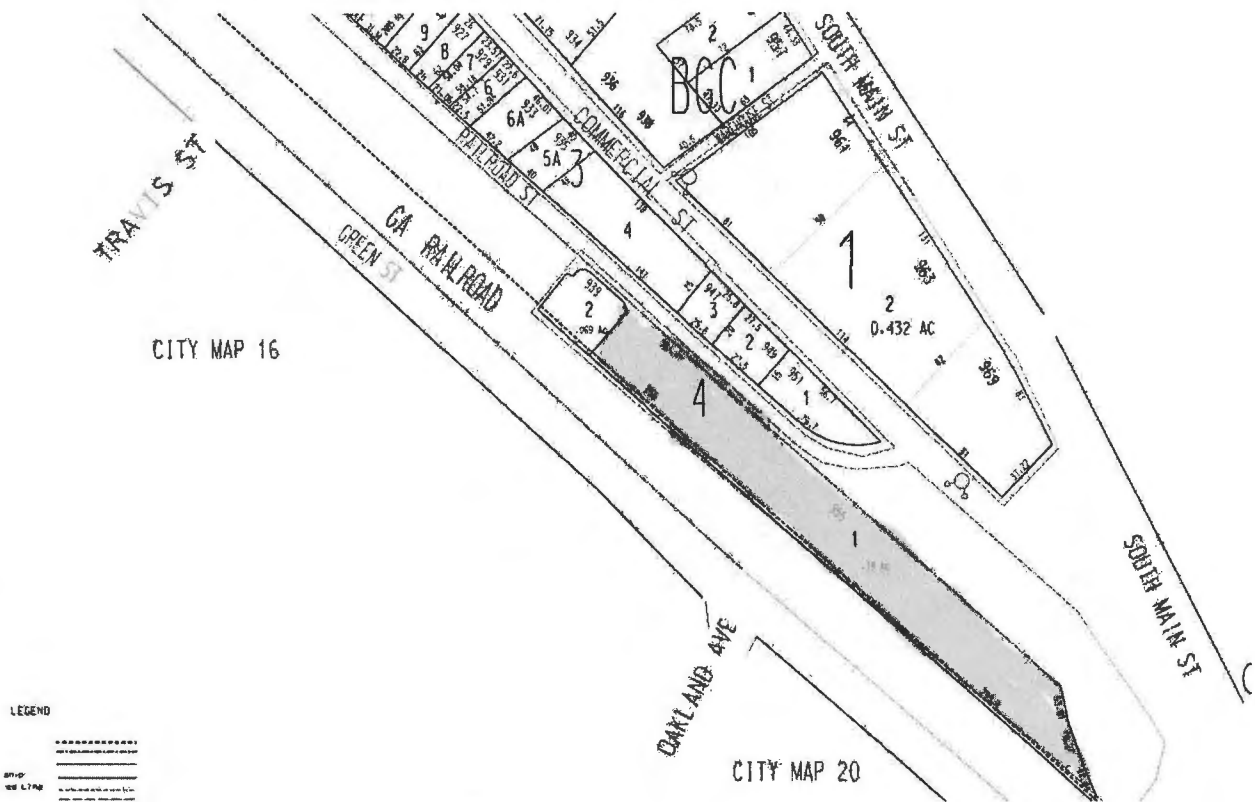
For this appraisal the scope of work includes a general inspection of the subject property. I identify the property with a tax map and the legal description. I examined the topography, access vegetation, orientation to street, and surrounding uses. I inspected the interior of the building.

I examined similar buildings which recently sold and make note of their attributes. I researched the tax records and comparable data provided by CoStar[®] and other data sources as available. I examined the market for similar buildings in and around the subject neighborhood. I use information available in the public domain and contacted market participants as necessary. I analyzed the recent performance of similar buildings. I used data from the Schlemmer Appraisal files.

I recognize the three approaches to valuation: Income, Sales Comparison and Cost Approaches. In this case, I use the Income Approach and the Sales Comparison Approaches as the applicable approach. The Cost Approach is not used since the property is older and calculation of depreciation can be misleading.

LEGAL DESCRIPTION

The tax map, which follows, locates the property.



Immediate area

The subject lies in the Olde Town Conyers area. This is the historic downtown.

Since Conyers developed as a train station, the Depot remains in the Olde Town Business District as the most historic site. In 2005, the Depot became the home of the Conyers Welcome Center. The Rockdale Historical Society oversees this facility, along with the Old Jail Museum, and the "Dinky," a 1905 Rogers steam locomotive that transported thousands of cotton bales and bleached cotton duct to and from nearby Milstead. The Dinky is one of only three such locomotives of its type in the world. It is permanently parked on the siderails across from the Depot, between Green and Railroad Streets. Be sure to stop by the Welcome Center to pick up your Historical Walking Tour self-guided brochure with these sites mentioned, and more during your visit to Olde Town. The residential historic district of Olde Town has many of the homes were built in the early 1900's during the Craftsman Cottage Bungalow era.

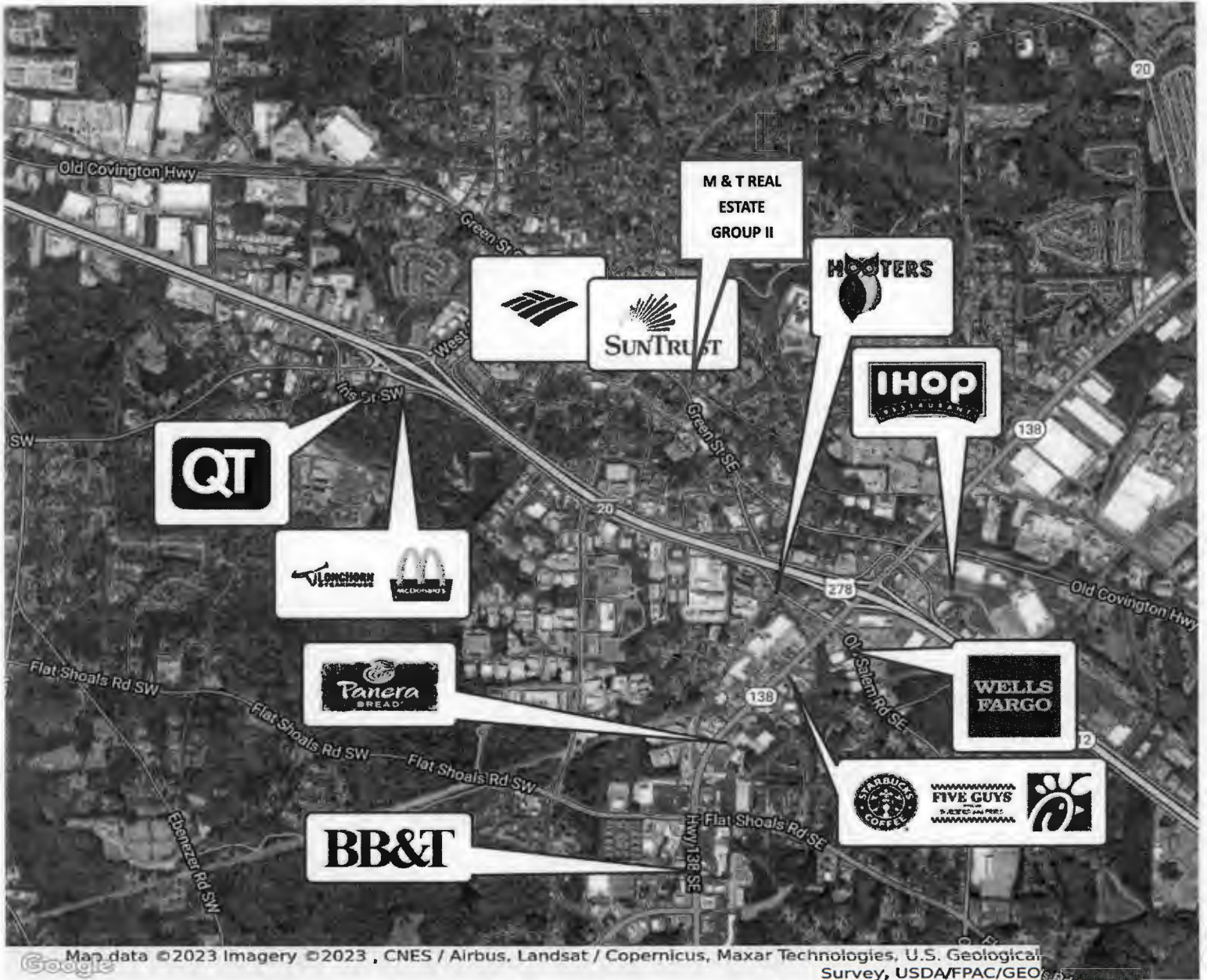
The immediate area is characterized as mixed office/retail.

In summary, the immediate neighborhood evinces stability. Prospects for the area are average.



LOCATION OF M & T REAL ESTATE GROUP II

955 COMMERCIAL ST NE, CONYERS GA 30012



M & T REAL ESTATE GROUP II, - DISTANCE TO INTERSTATE & SHOPPING

I-20 WEST AVENUE- 0.6 MILES- Immediate access to Interstate I-20

I-Hop - Home Depot & O'Charley's - 1.3 MILES

M & T Real Estate Group II



955 Commercial St NE, Conyers, GA 30012

I-20 WEST AVENUE



2 min (0.6 mi) via Green St SE

Directions

**M& T REAL ESTATE
GROUP II**



M & T REAL ESTATE GROUP II, INC

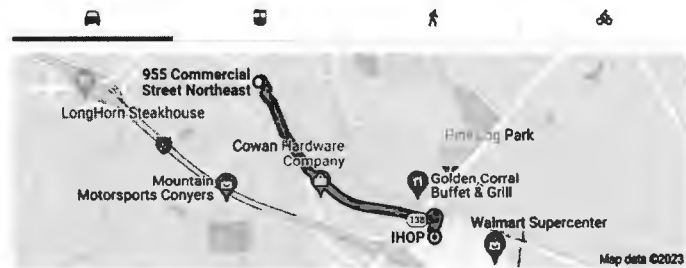
Is in a prime location within minutes of interstate 20 and State Highway 20 & 138 shopping below.

1289 Dogwood Drive SE Conyers, GA 30013



955 Commercial St NE, Conyers, GA 30012

IHOP Dogwood Drive Southwest, Conyers, GA

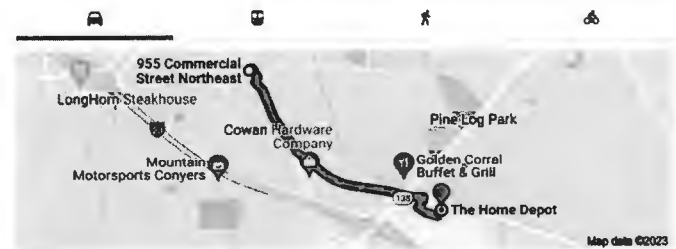


3 min (1.3 mi) via Green St SE and Old Covington Hwy SE

Directions

955 Commercial St NE, Conyers, GA 30012

The Home Depot Dogwood Drive Southeast, Conyers, GA



3 min (1.3 mi) via Green St SE and Old Covington Hwy SE

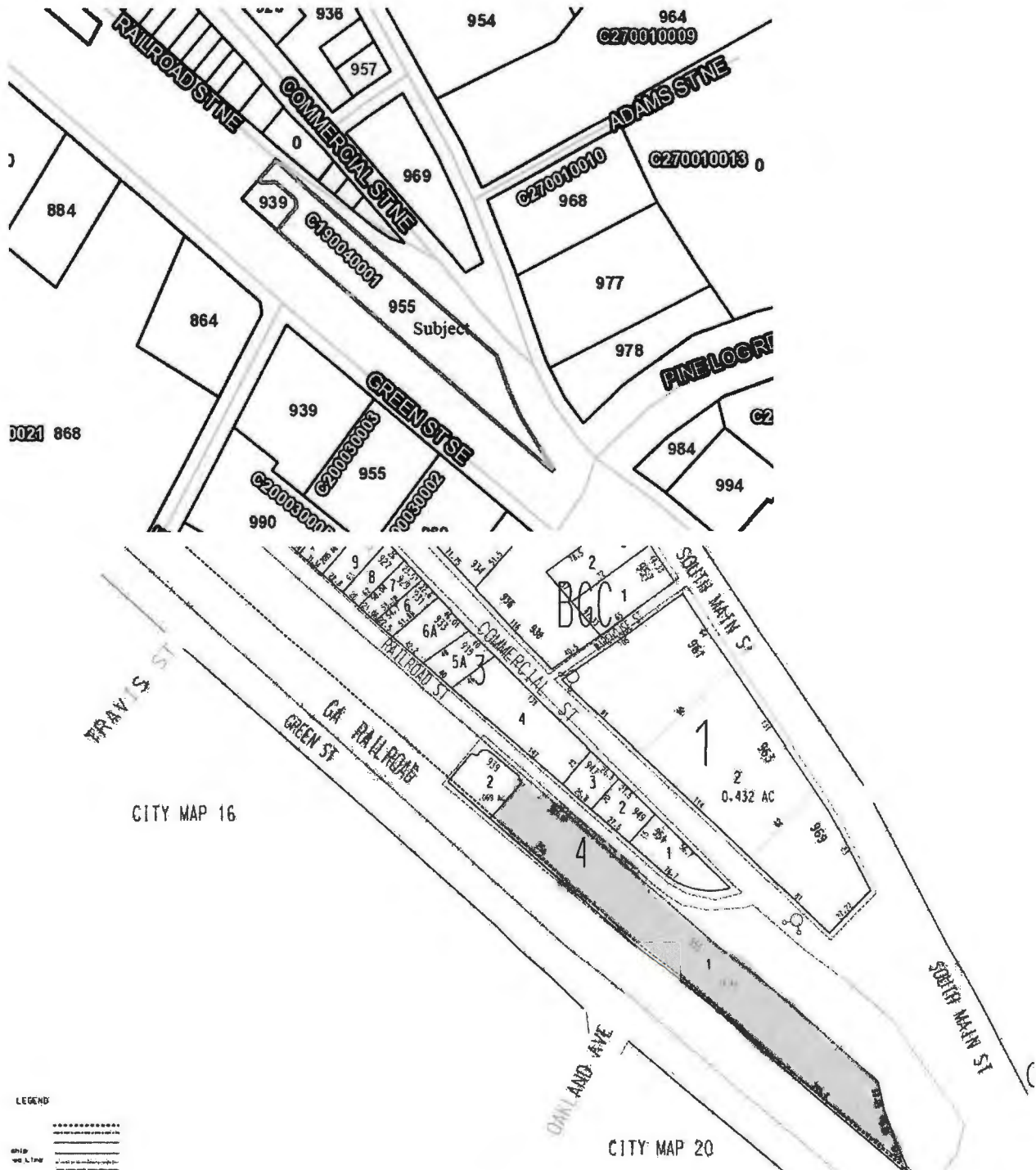
Directions

Olde Town Conyers location- City of Conyers, Rockdale County Georgia



SITE DESCRIPTION

The site is partial paved and covered with the subject building. The land appears level and reasonably drained with no evidence of standing water. The frontage on Commercial Street is adequate for drive access to the site.



SUMMARY AND CONCLUSION

PROPERTY IDENTIFICATION	:	Office Building at 955 Commercial street NE, Conyers, Rockdale County, Georgia 30012 Tax Parcel C190040001
DATE OF APPRAISAL	:	April 9, 2022
DATE OF INSPECTION	:	April 9, 2022
PROPERTY RIGHTS APPRAISED	:	Fee Simple Estate
LAND AREA	:	Total Area .79 Acres
BUILDING AREA	:	Total area under roof is 12,600sf. Built in 1948 as warehouse now Loft Office Space with rentable area is 10,122sf.
ZONING	:	BGC-District
HIGHEST AND BEST USE	:	Office
EXPOSURE & MARKETING PERIOD	:	12 months
INCOME APPROACH	:	\$1,000,000
SALES COMPARISON APPROACH	:	\$1,110,000
MARKET VALUE	:	\$1,050,000

Capitalization Rate Conclusion

The appraiser surveyed the local market, and it appears that interest rates and capitalization rates have been increasing steadily over the past 12 months. The appraiser has concluded to a capitalization rate of 9.50% for the subject property, which appears reasonable overall.

Direct Capitalization Analysis

DIRECT CAPITALIZATION SUMMARY			
		\$/SF/Yr	Total
Income			
Potential Rental Income		\$14.00	\$144,074
Adjusted Rental Income		\$14.00	\$144,074
Vacancy Loss	5.00%	(\$0.70)	(\$7,204)
Credit Loss	1.00%	(\$0.14)	(\$1,441)
Effective Gross Income		\$13.16	\$135,430
Expenses			
Real Estate Taxes		\$1.08	\$11,128
Repairs & Maintenance		\$0.29	\$3,000
Property Insurance		\$0.70	\$7,189
Management Fee	5.00%	\$0.66	\$6,771
Nonreimbursable Landlord Expense		\$0.10	\$1,029
Reserves for Replacement		\$0.06	\$617
Operating Expenses		\$2.89	\$29,735
Operating Expense Ratio			21.96%
Net Operating Income		\$10.27	\$105,694
OAR			/ 9.50%
Indicated "Stabilized" Value			\$1,112,574
Rounded			\$1,113,000
Lease-Up Discount			(\$218,000)
"As-Is" Value Indication			\$895,000
Rounded			\$895,000
Matrix Analysis			
		Cap Rate	Value
		9.25%	\$924,600
		9.50%	\$894,600
		9.75%	\$866,000

Direct Capitalization Analysis Conclusion

Our concluded stabilized occupancy reasoning appears justified given the subject would most likely be leased to a single tenant. Based on a 75% renewal probability in today's market, a 12 month lease up period, and a 5-year term, the indicated stabilized occupancy level is 95% or a 5% vacancy level. We have also included a 1% collection loss estimate within our analysis. Based on the analysis detailed above, we have reconciled to a direct capitalization approach "Stabilized" value of \$1,100,000 and we have deducted our estimated lease-up discount in arriving at our "As-Is" value conclusion of \$895,000 for the subject property.

EXHIBIT "5"

Lease-Up Discount

The subject currently features four tenants that occupy a small portion of the subject's overall building size. The appraiser has repeatedly requested but was not provided with any rental information regarding the subject's current tenants. At the client's request the appraiser has provided a market-based fee simple estate value for the subject property. Therefore, the appraiser has assumed that the subject would be lease in the local marketplace at market rental rates and we have applied our estimated costs that would be associated with lease-up the subject property such as leasing commissions, tenant improvement allowances, and an entrepreneurial profit estimate. Our lease-up discount is presented within the table below and the resulting lease-up discount was utilized within our direct capitalization analysis underwriting.

LEASE-UP SUMMARY		
Estimated Downtime		12 Months
Number of Square Feet to be Leased:		10,291
Estimated Market Rental Rate		\$14.00
12 Months Rent Loss From Downtime		<u>\$144,074</u>
Rent Loss from Downtime	(\$144,074 x 100.0%)	\$144,074
Leasing Commissions	(@ 4.0%, 3 Yr. Term)	\$17,289
Tenant Improvement Allowance @ \$2.00 PSF		\$20,582
Sub-Total		\$181,945
Plus: Profit @ 20%		\$36,389
Total		\$218,334
Rounded		\$218,000

1 981 E Freeway Dr**SOLD****Conyers, GA 30094**

Recorded Buyer **FRE Conyers DCS LLC**
786 Virginia Cir NE
Atlanta, GA 30306

True Buyer **William Valentine**
786 Virginia Cir NE
Atlanta, GA 30306

Rockdale

Recorded Seller **SCH Development Partners LLC**
10 Palisades Rd NE
Atlanta, GA 30309

True Seller **Diagnostic Ventures, LLC**
10 Palisades Rd NE
Atlanta, GA 30309
(404) 316-9100 (p)



Sale Date **Sep 14, 2022**
Sale Price **\$2,826,435**
Price/SF **\$248.81**

Parcels **075-0-01-0086**
Comp ID **6152582**
Comp Status **Research Complete**

Type **3 Star Office**
Year Built **1996**
RBA **11,360 SF**
Land Acres **1.87 AC**
Land SF **81,457 SF**
Zoning **GVUV**
Sale Condition **Deferred Maintenance, High Vacancy Property**

2 2415 Wall St SE**SOLD****Conyers, GA 30013**

Recorded Buyer **Waraich, Sarabjeet**

True Buyer **Sarabjeet Waraich**
10638 SE Jason Ln
Happy Valley, OR 97086
(503) 984-1453 (p)

Rockdale

Recorded Seller **2415 Wall Street LLC**

True Seller **Southtree Commercial Real Estate**
201 Prospect Park
Peachtree City, GA 30269
(770) 631-0499 (p)



Sale Date **Jun 27, 2022**
Sale Price **\$2,314,585**
Price/SF **\$192.88**

Parcels **077-0-01-0023**
Comp ID **6074230**
Comp Status **Research Complete**

Type **3 Star Office**
Year Built **2001**
RBA **12,000 SF**
Land Acres **1.83 AC**
Land SF **79,715 SF**
Zoning **OI**

3 2020 Honey Creek Pky**SOLD****Conyers, GA 30013**

Recorded Buyer **NIN MOB ASSOCIATES LLC**
2020 SE Honey Creek Pky
Conyers, GA 30013

True Buyer **Nadeem Hoodbhoy**
5502 Oxford Chase Way
Dunwoody, GA 30338
(770) 396-1287 (p)

Rockdale

Recorded Seller **Triple M, Inc.**
2020 SE Honey Creek Pky
Conyers, GA 30013

True Seller **Mohamed H Kassam**
1620 Canterbury Pt SE
Conyers, GA 30013
(770) 354-1989 (p)



Sale Date **Apr 20, 2022**
Sale Price **\$1,952,500**
Price/SF **\$170.06**

Parcels **079-A-02-0005**
Comp ID **5969095**
Comp Status **Research Complete**

Type **2 Star Office**
Year Built **1991**
RBA **11,481 SF**
Land Acres **1.94 AC**
Land SF **84,506 SF**
Zoning **C1**

EXHIBIT "5.1"

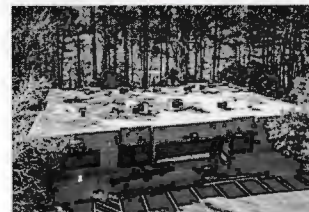
1 8215 Roswell Rd - Bldg 1100

SOLD

Atlanta, GA 30350

Fulton

Recorded Seller **Holt One L L C**
8215 Roswell Rd
Atlanta, GA 30350



ADC The Map People 692-D4

Sale Date **Aug 16, 2023**
Sale Price **\$1,200,000**
Price/SF **\$119.71**

Type **3 Star Office**
Year Built **1985**
RBA **10,024 SF**
Land Acres **0.64 AC**
Land SF **27,697 SF**
Zoning **M1, County**
Sale Condition **High Vacancy Property**

Parcels **17-0025-LL-058-4**
Comp ID **6483512**
Comp Status **In Progress**

2 3780 Holcomb Bridge Rd - 3780 Holcomb Bridge Road

SOLD

Norcross, GA 30092

Gwinnett

Recorded Seller **Peachtree Med Bldg Ptrs Llc**
3780 Holcomb Bridge Rd
Norcross, GA 30092



ADC The Map People 694-A7

True Seller **Vici Real Estate**
6340 Sugarloaf Pky
Duluth, GA 30097
(678) 640-9810 (p)

Sale Date **Aug 9, 2023**
Sale Price **\$1,730,000**
Price/SF **\$137.67**

Type **2 Star Office**
Year Built **1989**
RBA **12,566 SF**
Land Acres **1.18 AC**
Land SF **51,401 SF**

Comp ID **6477935**
Comp Status **In Progress**

3 1918 Northlake Pky - Northlake Professional Center

SOLD

Tucker, GA 30084

DeKalb

Recorded Buyer **717 Realty, llc**
1900 The Exchange SE
Atlanta, GA 30339

Recorded Seller **Dopson James E**
1918 Northlake Pky
Tucker, GA 30084



True Buyer **Sky Care ABA**
1957 Lakeside Pky
Tucker, GA 30084
(800) 604-2273 (p)

True Seller **Dr. James E. Dopson**
1918 Northlake Pky
Tucker, GA 30084
(770) 723-9318 (p)

Sale Date **Jul 13, 2023**
Sale Price **\$1,200,000**
Price/SF **\$112.82**

Type **2 Star Office**
Year Built **1988**
RBA **10,636 SF**
Land Acres **1.60 AC**
Land SF **69,696 SF**
Zoning **OI**

Parcels **18-188-02-035**
Comp ID **6449810**
Comp Status **Research Complete**



4 7000 Peachtree Dunwoody Rd NE - Bldg 17

SOLD

Atlanta, GA 30328

Recorded Buyer **MTGW Holdings LLC**
3217 S Cherokee Ln
Woodstock, GA 30188

True Buyer **Law Holdings, LLC**
3217 S Cherokee Ln
Woodstock, GA 30188
(770) 648-4007 (p)

Fulton

Recorded Seller **Cincinnati Capital Partners
524 LLC**
5710 Wooster Pike
Cincinnati, OH 45227

True Seller **Cincinnati Capital Partners 84
LLC**
6171 Wilmer Rd
Cincinnati, OH 45247
(513) 741-7769 (p)

True Seller **Hilton Capital Group LLC**
5710 Wooster Pike
Cincinnati, OH 45227
(866) 305-1689 (p)



Sale Date **Jun 2, 2023**
Sale Price **\$1,600,000**
Price/SF **\$131.34**

Parcels **17-0021-0005-017-8**
Comp ID **6411202**
Comp Status **Research Complete**

Type **3 Star Office**
Year Built **1988**
RBA **12,182 SF**
Land Acres **0.24 AC**
Land SF **10,454 SF**
Zoning **O/I**
Sale Condition **High Vacancy Property**

5 3346 Montreal Sta

SOLD

Tucker, GA 30084

Recorded Buyer **ITRGA Re, Llc**
8 Capital Dr
Wallingford, CT 06492

True Buyer **Integrated Technical Systems,
Inc.**
8 Capital Dr
Wallingford, CT 06492
(203) 265-8100 (p)

DeKalb

Recorded Seller **3346 Montreal Llc**
3346 Montreal Sta
Tucker, GA 30084
(770) 263-9801 (p)

True Seller **3346 Montreal Llc**
3346 Montreal Sta
Tucker, GA 30084
(770) 263-9801 (p)



Sale Date **May 12, 2023**
Sale Price **\$1,350,000**
Price/SF **\$117.43**

Parcels **18-164-07-043**
Comp ID **6400010**
Comp Status **Research Complete**

Type **2 Star Office**
Year Built **1983**
RBA **11,496 SF**
Land Acres **1.10 AC**
Land SF **47,916 SF**
Zoning **M**

6 1261 Commercial Dr SW

SOLD

Conyers, GA 30094

Recorded Buyer **Conyers Commercial Holdings, LLC**
1500 Avenue of the States
Lakewood, NJ 08701

True Buyer **Sky Care ABA**
1957 Lakeside Pky
Tucker, GA 30084
(800) 604-2273 (p)

Rockdale

Recorded Seller **G. Ogden Person III**
1261 SW Commercial Dr
Conyers, GA 30094

True Seller **Dhansukh Patel**
1020 Allgood Rd
Athens, GA 30606
(706) 769-1805 (p)



Sale Date **Mar 2, 2023**
Sale Price **\$950,000**
Price/SF **\$65.52**

Parcels **C11-0-01-0008**
Comp ID **6324047**
Comp Status **Research Complete**

Type **3 Star Office**
Year Built **2004**
RBA **14,500 SF**
Land Acres **0.99 AC**
Land SF **43,124 SF**
Zoning **OI**

7 305-307 S Broad St

SOLD

Monroe, GA 30655

Recorded Buyer **TrueShaw Holdings LLC**
Monroe, GA 30655

True Buyer **Craig Taylor - Dentist**
305-307 S Broad St
Monroe, GA 30655
(770) 267-4404 (p)

Walton

Recorded Seller **F H & T Properties II LLC**
1221 Alonzo Farmer Rd
Good Hope, GA 30641

True Seller **Building Blocks Learning Academy**
940 Front St
Mableton, GA 30126
(770) 745-0556 (p)



Sale Date **Feb 24, 2023**
Sale Price **\$1,700,000**
Price/SF **\$168.43**

Parcels **M016000000156000**
Comp ID **6329005**
Comp Status **Research Complete**

Type **2 Star Office**
Year Built **1986**
RBA **10,093 SF**
Land Acres **0.99 AC**
Land SF **43,124 SF**
Zoning **B-2**
Sale Condition **Purchase By Tenant**

8 245 Village Center Pky - Vandelay

SOLD

Stockbridge, GA 30281

Recorded Buyer **Elop, LLC**
907 Torrey Pines Ct
Mcdonough, GA 30253

True Buyer **Atlanta Heart Associates, P.C.**
350 Country Club Dr
Stockbridge, GA 30281
(770) 692-4000 (p)

Henry

Recorded Seller **Pain Management & Rehabilitation, In...**
249 Jonesboro Rd
Mcdonough, GA 30253
(770) 288-3311 (p)

True Seller **Pain Management & Rehabilitation, In...**
249 Jonesboro Rd
Mcdonough, GA 30253
(770) 288-3311 (p)



Sale Date **Mar 20, 2023**
Sale Price **\$2,000,000**
Price/SF **\$166.67**

Parcels **051--01-059-000**
Comp ID **6351726**
Comp Status **Research Complete**

Type **3 Star Office**
Year Built **2006**
RBA **12,000 SF**
Land Acres **1.25 AC**
Land SF **54,450 SF**
Zoning **C2**



ADRIAN TISDALE <mtrealestategroup18@gmail.com>

23-ATL-1122_955 Commercial Street NE_Conyers

ADRIAN TISDALE <mtrealestategroup18@gmail.com>
To: "Art Fathi, MAI" <art@commercial-property-appraisers.com>


Wed, Aug 23, 2023 at 10:04 AM

Here are the comps

On Wed, Aug 16, 2023 at 4:03 PM Art Fathi, MAI <art@commercial-property-appraisers.com> wrote:
[Quoted text hidden]

[Quoted text hidden]

2 attachments

 **6 month comps for 955 Commercial st.pdf**
855K

 **CRS DATA.pdf**
291K

EXHIBIT "5.3"

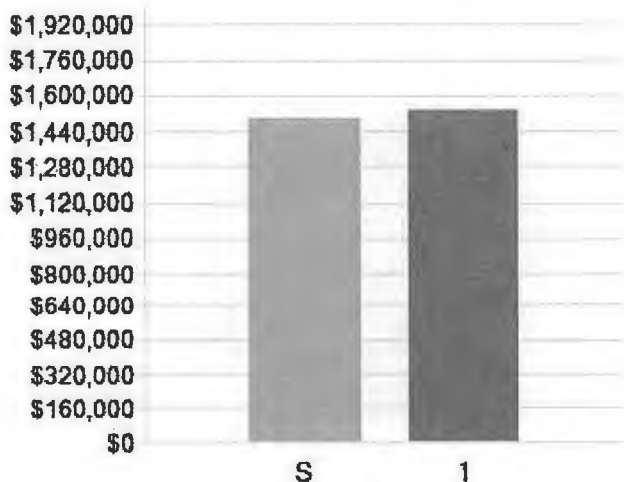


COMPARABLE SALES FOR

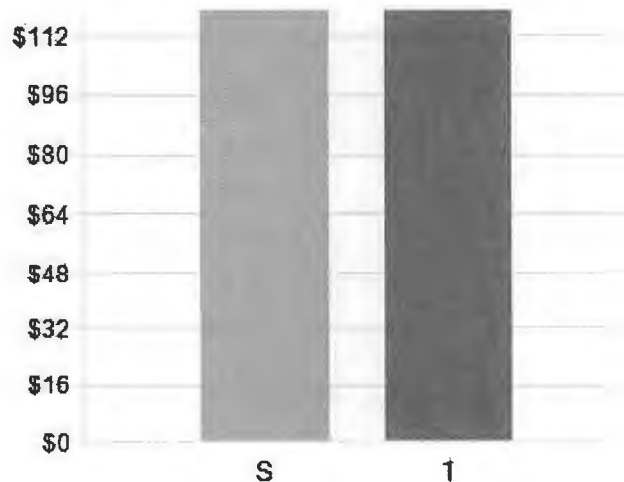
Friday, May 19, 2023

Property Address	955 Commercial St NE Conyers, GA 30012-4537 Parcel ID C190040001
Average Cost per Sq. Foot	\$118.69 /sq ft (1 Comps)

Estimated Market Price Based On	
Average Cost per Sq. Foot	\$1,495,494
Combined Ave. Price/Sq Ft. and Ave. Price/Acre	\$1,261,014
Average Sales Price/Tax Appraisal Ratio	\$997,986
Information provided via a Zillow API Zestimate® Home Valuation	N/A



Sales Prices of Comps
(Estimated Market Price for Subject)



Cost per Sq. Ft. of Comps
(Average Cost per Sq. Ft. for Subject)

SUBJECT AND COMPARABLE PROPERTIES

 For Sale
  Sold
  Sale Pending
  Sale Contingent
  Temporarily Off Market
  Expired
  Foreclosure

	RM/BR/BA	Subdiv.	Distance	Stories	Condition	Sq. Ft.	Garage Size	Acres	Bsmnt	Bsmnt Sq.Ft.	Year Built	Last Sale Date	Last Sale Price	Price/SqFt
S	955 Commercial St NE													
	Conyers, GA 30012-4537													
	Commercial		N/A			12,600		0.79	No		1958	06/22/2022	\$1,037,500	\$82.34
1	1370 Highway 138 NE													
	Conyers, GA 30013-1238													
			0.98 mi			12,912		1.17	No		2000	02/25/2022	\$1,532,500	\$118.69



IT IS ORDERED as set forth below:

Date: September 8, 2023

Paul W. Bonapfel
U.S. Bankruptcy Court Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:

M & T REAL ESTATE GROUP II, INC.,
dba We Work for U Ga Conference
Center; dba AASAC Transitional
Community Housing Houseless Housing
Program,

Debtor.

CASE NO. 23-52191-PWB

CHAPTER 11

SKYBEAM CAPITAL REIT, LLC,

Movant,

V.

M & T REAL ESTATE GROUP II,

Debtor/Respondents.

CONTESTED MATTER

ORDER & NOTICE OF REASSIGNMENT OF TRIAL

NOTICE IS HEREBY GIVEN that a Trial on SkyBeam Capital REIT, LLC's Motion for Relief from Stay against the Debtor/Respondents (Doc. #65), shall be held **In-Person** on **October 5,**

EXHIBIT "5.5"

2023, at 11:30 A.M. in Courtroom 1401, UNITED STATES COURTHOUSE, RICHARD B. RUSSELL FEDERAL BUILDING, 75 TED TURNER DRIVE, SW, ATLANTA, GEORGIA, 30303.

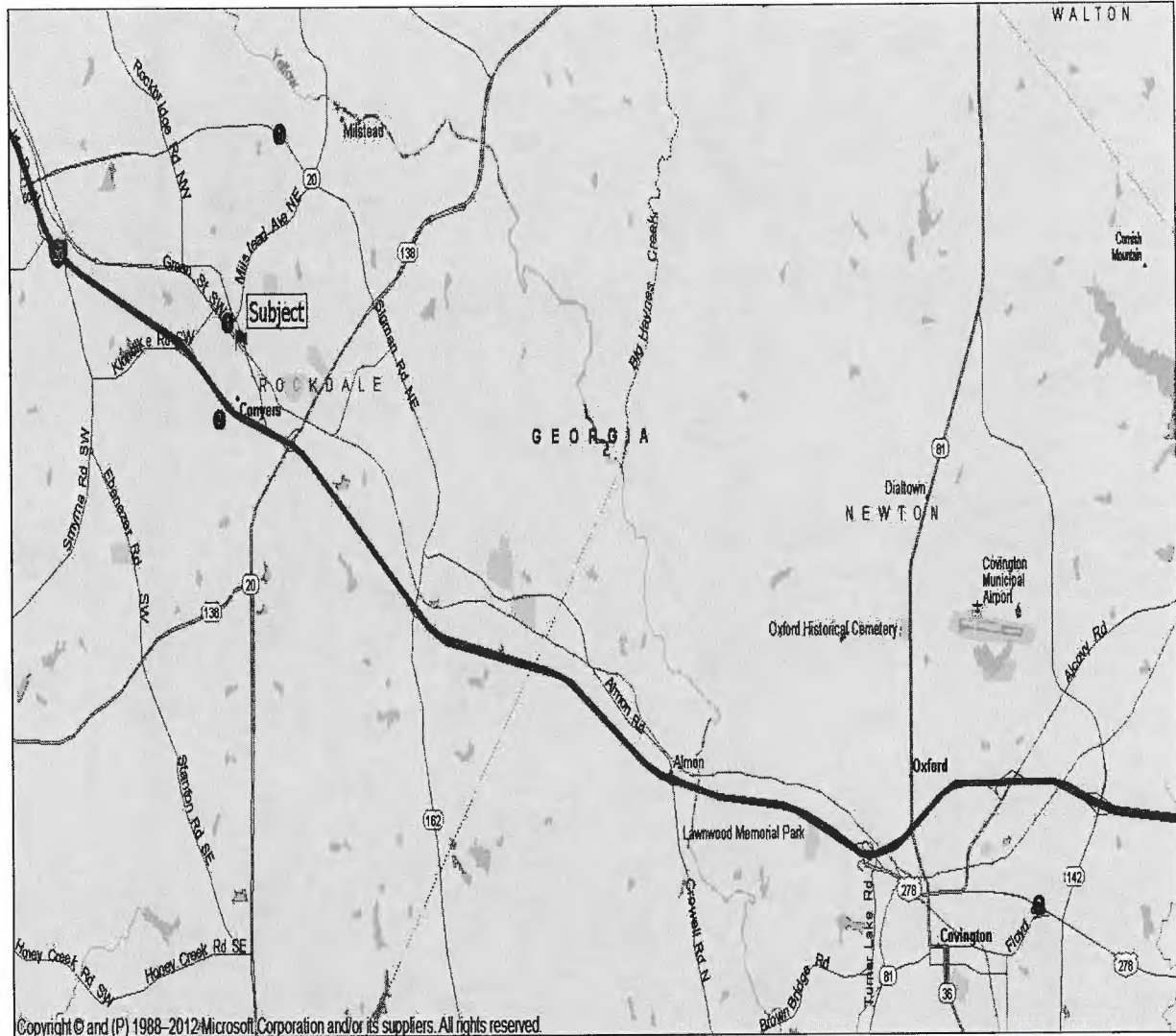
Said trial will not be rescheduled except by express permission of the Court. If the parties determine that, by reason of settlement or other good cause, the case should not be tried, which determination shall be subject to Court approval, counsel are directed to notify the Court immediately in order that the time set aside for the instant matter may be assigned to other litigants, since all cases in this Court are specially set to commence on a date certain.

Counsel are hereby directed to submit a witness list, mark all exhibits, and provide my Courtroom Deputy Clerk with a list of said exhibits and two (2) copies of all exhibits at least three (3) business days before the evidentiary hearing.

The Clerk is directed to serve copies of this Order and Notice on the Debtor, counsel for the Debtor, Movant's Attorney, and the United States Trustee.

END OF ORDER

Improved Comparables Map



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No.	Name	Transaction Type	Transaction Date	Year Built	GBA (SF)	Actual Sale Price	Adjusted Sale Price	Price Per SF	Occ.	OAR
1	Office Building 620 Sigman Road, Conyers, GA	Sale	Mar-23	2001	8,756	\$850,000	\$850,000	\$97.08	100%	6.77%
2	Office Building 1281 Commercial Drive SW, Conyers, GA	Sale	Mar-23	2004	14,500	\$950,000	\$950,000	\$65.52	0% (Purchased for Owner Occupancy)	N/A
3	Office Building 7197 US Hwy 278, Covington, GA	Sale	Mar-22	1988	6,036	\$775,000	\$775,000	\$128.40	0% (Purchased for Owner Occupancy)	N/A
4	Office Building 951 Railroad Street, Conyers, GA	Sale	Jan-22	1830 & Renovated	8,500	\$875,000	\$875,000	\$102.94	0% (Purchased for Owner Occupancy)	N/A

EXHIBIT "6"

The sales utilized represent the best data available for comparison with the subject and were selected from the sales of similar construction buildings that recently occurred in the nearby area. These sales were chosen based upon their similar overall size, quality and appeal. Further information regarding each of the comparable sales is presented below and within the addenda of this report.

Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

OFFICE SALES ADJUSTMENT GRID					
Comparable Number	1	2	3	4	Subj. Pro Forma
Transaction Type	Sale	Sale	Sale	Sale	---
Transaction Date	Mar-23	Mar-23	Mar-22	Jan-22	---
Year Built	2001	2004	1988	1830 & Renovated	1948, 1958, 1983, & Renovated
GBA (SF)	8,756	14,500	6,036	8,500	10,291
Land Area (Acres)	1.08	0.99	1.00	1.22	0.79
Land to Bldg. Ratio	5.37 : 1	2.97 : 1	7.22 : 1	6.25 : 1	3.34 : 1
Actual Sale Price	\$850,000	\$950,000	\$775,000	\$875,000	---
Adjusted Sale Price	\$850,000	\$950,000	\$775,000	\$875,000	---
Price Per SF	\$97.08	\$65.52	\$128.40	\$102.94	---
Occupancy	100%	0% (Purchased for Owner Occupancy)	0% (Purchased for Owner Occupancy)	0% (Purchased for Owner Occupancy)	---
OAR	6.77%	N/A	N/A	N/A	---
Adj. Price Per SF	\$97.08	\$65.52	\$128.40	\$102.94	---
Property Rights Conveyed	-10%	0%	0%	0%	---
Financing Terms	0%	0%	0%	0%	---
Conditions of Sale	0%	0%	0%	0%	---
Market Conditions (Time)	0%	0%	0%	0%	---
Subtotal - Price Per SF	\$87.37	\$65.52	\$128.40	\$102.94	---
Location	0%	0%	0%	0%	---
Bldg. Size	0%	0%	0%	0%	---
Age/Condition	-5%	-5%	0%	0%	---
Quality of Construction	-5%	-5%	-5%	0%	---
Land to Bldg. Ratio	-5%	0%	-5%	-5%	---
Total Other Adjustments	-15%	-10%	-10%	-5%	---
Indicated Value Per SF	\$74.26	\$58.97	\$115.56	\$97.79	---

Sale Comparable Number Two

1261 Commercial Dr SW

Conyers, GA 30094 - I-20 East/Conyers Submarket



TRANSACTION DETAILS

Sale Date	Mar 2, 2023
Sale Price	\$950,000
Asking Price	\$1,275,000
Price Discount	\$325,000 (25%)
On Market	531 Days
Price/SF	\$65.52
Leased at Sale	0% (Purchased for Owner Occupancy)
Hold Period	75 Months
Sale Type	Owner User
Price Status	Confirmed
Comp Status	Research Complete

BUILDING

Type	Office
Location	Suburban
GLA	14,500 SF
Floors	2
Typical Floor	7,250 SF
Class	D
Construction	Masonry
Year Built	2004
Tenancy	Multi
Owner Occup	Yes
Elevators	None

LAND

Land Acres	0.99 AC
Bldg FAR	0.34
Zoning	OI
Parcels	
Land SF	43,124 SF

BUYER & SELLER CONTACT INFO

Recorded Buyer	Conyers Commercial Holdings, LLC
True Buyer	Sky Care ABA Jesse Kaba (800) 604-2273 (p)
Buyer Broker	SK Commercial Realty LLC (404) 252-1200 (p)

Recorded Seller	G. Ogden Person III
True Seller	Dhansukh Patel Dhansukh Patel (706) 769-1805 (p)
Seller Type	Private Equity
Listing Broker	King Industrial Realty Inc/CORFAC International (404) 942-2000 (p)

Exhibit "6.1"

Sale Comparable Number Two

1261 Commercial Dr SW

Conyers, GA 30094 - I-20 East/Conyers Submarket

TRANSACTION NOTES

On March 02, 2023, the 14,500 square foot office building building on 0.99 acres located at 1261 Commercial Dr, Conyers, GA sold for \$950,000 or approximately \$65.52 per square foot. The seller was represented by Tim Staples of King Industrial Realty Inc/CORFAC International. The buyer (Sky Care ABA) was represented by Brett Buchwald of SK Commercial Realty LLC. The property was put on the market on September 17, 2021 and was on the market for 531 days. The property was built in 2004. The property includes 80 parking spaces. The zoning on the property is OI (office and institutional). The sale was confirmed by the listing broker.

AMENITIES

- Air Conditioning

SALE HISTORY

Sale Date	Price	Sale Type	Buyer	Seller
Mar 2023	\$950,000 (\$65.52/SF)	Owner User	Sky Care ABA	Dhansukh Patel
Dec 2016	Not Disclosed	6 Property Portfolio	Duke Hospitality	
Feb 2015	\$889,200 (\$61.32/SF)	Individual Property	Preq Equity Holdings, Inc.	The Peoples Bank

MARKET AT SALE

Vacancy Rates	2023 Q1	YOY Change
Subject Property	0.0%	0.0%
Submarket 2-4	6.2%	-0.1%
Market Overall	14.0%	-0.0%
Market Rent Per Area	YOY Change	
Subject Property	\$17.88/SF	1.9%
Submarket 2-4	\$21.41/SF	1.6%
Market Overall	\$28.09/SF	2.1%
Submarket Leasing Activity	Prev Year	
12 Mo. Leased	71,948 SF	-43.5%
Months on Market	14.8	4.3 mo
Submarket Sales Activity	2023 Q1	Prev Year
12 Mo. Sales Volume (Mil.)	\$37.38M	\$86.67M
Market Sale Price Per Area	\$147/SF	\$241/SF

FOR LEASE AT SALE

Smallest Space	7,250 SF	Total Avail	14,500 SF
Max Contiguous	7,250 SF	Office Avail	14,500 SF
# of Spaces	2		
Rent	\$16.00		

AVAILABLE SPACES

Floor	Use	SF Available	Rent
P 1st	Office	7,250	\$16.00/NNN
P 2nd	Office	7,250	\$16.00/NNN

Exhibit 6.1

Sale Comparable Number Three

7197 US Hwy 278

Covington, GA 30014 - Newton County Submarket



TRANSACTION DETAILS

Sale Date	Mar 1, 2022
Sale Price	\$775,000
Price/SF	\$128.40
Leased at Sale	0% (Purchased for Owner Occupancy)
Hold Period	20+ Years
Sale Type	Owner User
Financing	Down Payment of \$210,658 (27.18%) 1st Mortgage Bal/Pmt: \$564,389/-
Document #	4356-0098
Price Status	Confirmed
Comp Status	Research Complete

BUILDING

Type	Office
Location	Suburban
GLA	6,036 SF
Condition	Good
Class	D
Construction	Masonry Brick & Decorative Stone
Year Built	1988
Tenancy	Single
Owner Occup	Yes
Slab to Slab	11'
Number of Tenants At Sale	1

LAND

Land Acres	1.00 AC
Bldg FAR	0.14
Zoning	C1
Parcels	
Land SF	43,560 SF

BUYER & SELLER CONTACT INFO

Recorded Buyer	Jd Babb
True Buyer	State Farm Dan Babb (770) 786-6333 (p)
Buyer Broker	No Buyer Broker on Deal

Recorded Seller	Bailey Wanda H
True Seller	Wanda H Bailey Wanda Bailey (770) 787-1171 (p)
Seller Type	Private Equity
Listing Broker	No Listing Broker on Deal

Sale Comparable Number Three

7197 US Hwy 278

Covington, GA 30014 - Newton County Submarket

TRANSACTION NOTES

On the 1st of March 2022 the 6,036 sf office building at 7197 US Highway 278 was sold for \$775,000 or approximately \$128.40 per square foot in an owner-user sale.

The property was purchased for future owner occupancy by a local State Farm agent.

The details surrounding this deal were sourced from public record and were confirmed by parties related to both the seller and the buyer.

INCOME & EXPENSES

Expenses	2021	Per SF
Operating Expenses	-	-
Taxes	\$9,182	\$1.52
Total Expenses	\$9,182	\$1.52

KEY TENANTS AT SALE

Tenant	Industry	Floor	SF Occupied	Exp Date
State Farm		1	1,000	-

MARKET AT SALE

Vacancy Rates	2022 Q1	YOY Change
Subject Property	0.0%	0.0%
Submarket 1-3	3.6%	-3.7%
Market Overall	14.0%	0.1%
Market Rent Per Area		YOY Change
Subject Property	\$17.44/SF	8.9%
Submarket 1-3	\$19.42/SF	8.0%
Market Overall	\$27.52/SF	3.5%
Submarket Leasing Activity		Prev Year
12 Mo. Leased	7,167 SF	-10.4%
Months on Market	3.3	-2.5 mo
Submarket Sales Activity	2022 Q1	Prev Year
12 Mo. Sales Volume (Mil.)	\$3.76M	\$21.73M
Market Sale Price Per Area	\$107/SF	\$266/SF

The appraisal intentionally used this erroneous picture and data to downgrade the property located at 955 Commercial Street. This is not 7197 US Hwy 278, Conyers GA 30094. According to Realtor.com, the picture of the building is totally different, and the information and data is incorrect listed in the appraisal report.

PICTURE BELOW IS NOT THE ACTUAL BUILDING REFLECTED IN APPRAISAL REPORT AND THE BUILDING REFLECTED IS NOT THE CORRECT DATA FOR 7197 US Hwy 278 listed in appraisal report. All State building – 7199 and the Phoenix Building -7197 are two different properties. - This is not a comparable to 955 Commercial St NE for value which is 12,600 square feet. This property was sold for \$775,000.00 and is only 3483 Square feet. This building sits behind the All State “brick building”

realtor.com Buy Sell Rent Mortgage Find Realtors® My Home News & Insights Manage rentals

Covington, GA Georgia > Newton > Covington > NE Highway 278 > 7197 NE Highway 278

What's your equity? (It's easy to find out)

Off Market

Interested in selling your home?

Estimated home value*

\$849,222

See your selling options

*Estimation is calculated based on tax assessment records, recent sale prices of comparable properties, and other factors.

Studio

7197 NE Highway 278, Covington, GA 30014

Single family Property type

 **Property History** ^

Price History

Date	Event	Price	Price/Sqft	Source
03/10/2022	Sold	\$775,000	\$119	Public Record
08/05/2016	Listing Removed	\$2,000	-	GeorgiaMLS
07/04/2016	Listed For Rent	\$2,000	-	GeorgiaMLS

Tax History

Year	Taxes	Land	Additions		Total assessments
2021	\$9,182	\$125,440	+	\$96,800	= \$222,240
2020	\$10,026	\$125,440	+	\$96,800	= \$222,240
2019	\$9,458	\$109,760	+	\$97,520	= \$207,280
2018	\$9,554	\$109,760	+	\$97,520	= \$207,280
2017	\$9,952	\$109,760	+	\$106,160	= \$215,920
2016	\$8,588	\$109,760	+	\$99,240	= \$209,000
2015	\$8,462	\$109,760	+	\$95,920	= \$205,680

Doc 88- Page 94 of 107 Appraisal report- 951 Railroad St

Problem Comp #4 - According to Zillow, the picture in COMP #4 was the 2-bedroom 1 bath with a 2148 square ft area heated space of the building that sold for \$875,000.00. This is a building that has a total square footage of 8500 sq. feet multi-family property which is inferior to the 12,600 square feet Commercial Office building at 955 Commercial St NE.

This building has a commercial section of 6,352 sq feet of unheated space. 955 Commercial St NE is totally heated with air condition flowing throughout the entire building. The 4-room building multi-family is being compared to 955 Commercial St with has 23 rooms to rent; 3 conference multipurpose rooms; 2 office receptionist rooms; 5 bathrooms; large commercial kitchen; Water fountain in the lobby; mail room; 1 room Multi-purpose with a bar and an additional rear large room for multi-purpose rear room with a roll up delivery.

Document Page 94 of 107 Sale Comparable Number Four

951 Railroad St

Conyers, GA 30012 - I-20 East/Conyers Submarket



TRANSACTION DETAILS

Sale Date	Jan 31, 2022
Sale Price	\$875,000
Price/SF	\$102.94
Leased at Sale	0% (Purchased for Owner Occupancy)
Hold Period	92 Months
Sale Type	Owner User
Financing	1st Mortgage Bal/Pmt: \$742,300/-
Document #	7273-0248
Price Status	Confirmed
Comp Status	Research Complete

BUILDING

Type	Office
Location	Suburban
GLA	8,500 SF
Floors	2
Typical Floor	4,250 SF
Class	D
Construction	Wood Siding
Year Built	1830 & Renovated
Tenancy	Single
Owner Occup	Yes
Elevators	Yes
Sprinklers	Dry

LAND

Land Acres	1.22 AC
Bldg FAR	0.16
Zoning	BGC
Parcels	
Land SF	53,143 SF

2 bd | 1 ba | 2,148 sqft

951 Railroad St NW, Conyers, GA 30012

● **Sold**

: **\$875,000** | Sold on 02/09/22 | **Zestimate®: None** [?]

Est. refi payment: \$5,620/mo **Refinance your loan**

[Home value](#) [Owner tools](#) [Home details](#) [Neighborhood details](#)

Overview

Note: This property is not currently for sale or for rent on Zillow. The description and property data below may've been provided by a third party, the homeowner or public records.

951 Railroad St NW, Conyers, GA 30012 is a apartment home that contains 2,148 sq ft and was built in 1900. It contains 2 bedrooms and 1 bathroom. This home last sold for \$875,000 in February 2022.

The Rent Zestimate for this home is \$1,650/mo.

Facts and features

[Edit](#)

Type: Apartment

Heating: Other

Year built: 1900

Cooling: Central

Parking: No Data

2 bd | 1 ba | 2,148 sqft

951 Railroad St NW, Conyers, GA 30012

● **Sold**

: **\$875,000** | Sold on 02/09/22 | Zestimate®: None ?

Est. refi payment: \$5,620/mo **Refinance your loan**

[Home value](#) [Owner tools](#) [Home details](#) [Neighborhood details](#)

Interior

Bedrooms & bathrooms

Bedrooms: 2

Bathrooms: 1

Flooring

Flooring: Other, Carpet

Heating

Heating features: Other

Property

Property

Exterior features: Wood

Lot

Lot size: 1.22 Acres

Construction

Type & style

Home type: Apartment

Material information

Foundation: Masonry

Roof: Asphalt

Cooling

Cooling features: Central

Other interior features

Total interior livable area: 2,148 sqft

Other property information

Parcel number: C150040006

Condition

Year built: 1900

Appraisal report- 951 Railroad St

Problem Comp #4 - According to Zillow, the picture in COMP #4 was the 2-bedroom 1 bath with a 2148 square ft area heated space of the building that sold for \$875,000.00. This is a building that has a total square footage of 8500 sq. feet multi-family property which is inferior to the 12,600 square feet Commercial Office building at 955 Commercial St NE.

This building has a commercial section of 6,352 sq feet of unheated space. 955 Commercial St NE is totally heated with air condition flowing throughout the entire building. The 4-room building multi-family is being compared to 955 Commercial St with has 23 rooms to rent; 3 conference multipurpose rooms; 2 office receptionist rooms; 5 bathrooms; large commercial kitchen; Water fountain in the lobby; mail room; 1 room multi-purpose with a bar and an additional rear large room for multi-purpose rear room with a roll up delivery.

Document Page 94 of 107
Sale Comparable Number Four

951 Railroad St

Conyers, GA 30012 - I-20 East/Conyers Submarket



TRANSACTION DETAILS

Sale Date	Jan 31, 2022
Sale Price	\$875,000
Price/SF	\$102.94
Leased at Sale	0% (Purchased for Owner Occupancy)
Hold Period	92 Months
Sale Type	Owner User
Financing	1st Mortgage Bal/Pmt: \$742,300/-
Document #	7273-0248
Price Status	Confirmed
Comp Status	Research Complete

BUILDING

Type	Office
Location	Suburban
GLA	8,500 SF
Floors	2
Typical Floor	4,250 SF
Class	D
Construction	Wood Siding
Year Built	1830 & Renovated
Tenancy	Single
Owner Occup	Yes
Elevators	Yes
Sprinklers	Dry

LAND

Land Acres	1.22 AC
Bldg FAR	0.16
Zoning	BGC
Parcels	
Land SF	53,143 SF

Summary

Parcel Number C150040006
Location Address 951 NE RAILROAD ST
Legal Description NW/SIDE ELM ST
 (Note: Not to be used on legal documents)
Class C3-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning BGC
Tax District CITY TAD (District 03)
Millage Rate 13.834
Acres 1.22
Homestead Exemption No (50)
Landlot/District 295 / 16
Water Public
Sewer Public Sewer
Electric Electricity
Gas Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	T3053- 5F	Square Feet	53,000	0	0	1.22	1

Residential Improvement Information

Style Apartments
Heated Square Feet 2148
Interior Walls Sheetrock
Exterior Walls Wood
Foundation Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1900
Roof Type Asphalt Dimensional
Flooring Type Hardwood
Heating Type Central Heat/AC
Number Of Rooms 4
Number Of Bedrooms 2
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$65,855
Condition Average

Commercial Improvement Information

Description 15Office Buildings-C
Value \$716,563
Actual Year Built 1900
Effective Year Built 1995
Square Feet 6430
Wall Height 8
Wall Frames Wood
Exterior Wall Wood
Roof Cover Asphalt Shingles
Interior Walls Sheetrock
Floor Construction Wood Joists & Subfloor
Floor Finish Carpet/Vinyl Tile
Ceiling Finish 70% Sheetrock
 30% Acoustical Tile
Lighting Incandescent Fix.
Heating Warm And Cooled Air Zoned
Number of Buildings 1

FOUNDATION, FRAME & EXTERIOR

Foundation: Concrete slab

Structural Frame: Wood Frame

Exterior: The subject's exterior walls are comprised of masonry brick and standing seam metal sandwich construction components.

Roof/Cover: The subject's building features a pitched standing seam metal sandwich roof. There have been no reported leaks.

MECHANICAL SYSTEMS - ALL BUILDINGS

Heating: The subject's office area is heated via a natural gas furnace.

Cooling: The subject's office is cooled via ground mounted HVACs.

Electrical: Assumed adequate

Plumbing Condition: Assumed adequate

Sprinklers: The subject is not fire sprinklered.

Security: The subject features an onsite security system.

Comments: All mechanical systems are assumed to be in working condition and adequate for the existing use.

PARKING

Parking: Type: Public street parking
Condition: Average to good
Spaces: N/A

Other: The subject's office building does not feature any parking spaces. However, the subject is located in a section of downtown Conyers which features public street parking. It appears that there is an adequate quantity of public street parking spaces for customers and employees.

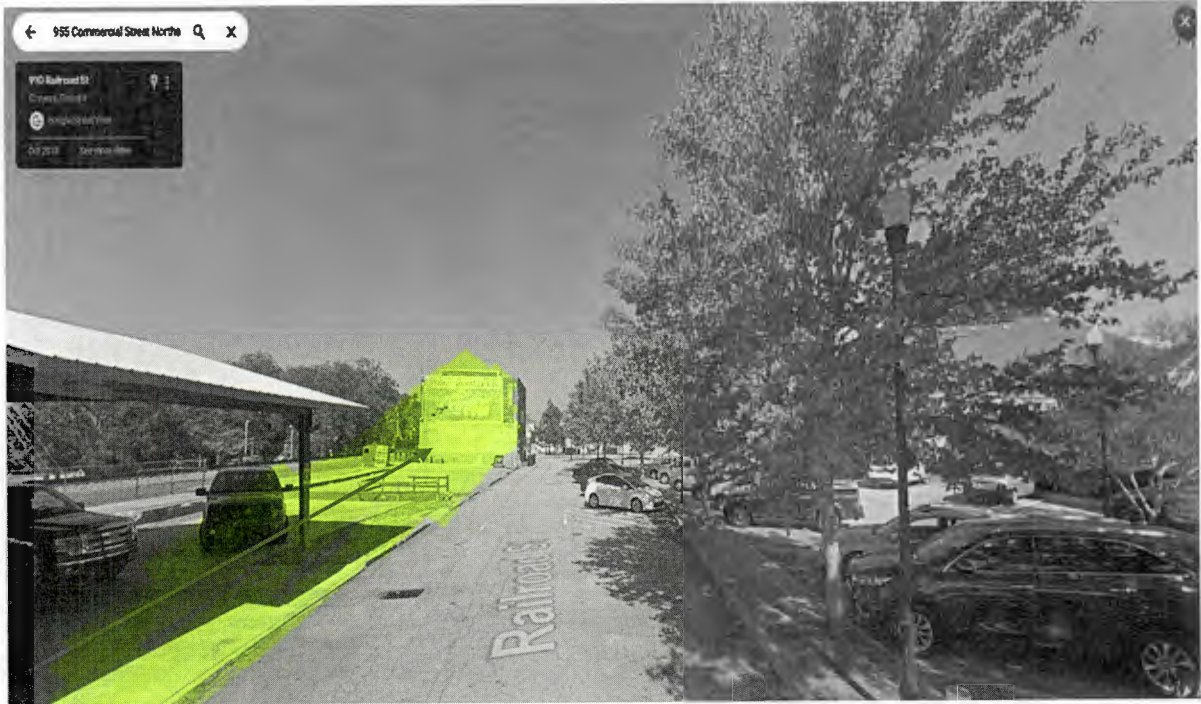
EXHIBIT "7"

EXHIBIT "7.1"

Appraiser claimed under Oath in his testimony that there was no available parking to the building except "Street parking". Aerial Tax Map shows parking behind the building highlighted in yellow.



This is the Aerial Tax Map picture of the rear of the building that reflects the actual private parking pad to the coke cola sign that the Defendant Fathi refused to reflect in his appraisal report to support 21 parking space that adds significant value to the bulding because no other property within the City of Conyers limits of Olde Town Conyers privately own has this amount of parking available.



SUBJECT LOT

Insurable Value

As part of the client’s requested scope of work, an estimate of insurable value is provided herein. The appraiser has followed traditional appraisal standards to develop a reasonable calculation based upon industry practices and industry accepted publications such as Marshall Valuation Service. The methodology employed is a derivation of the cost approach and is not reliable for insurable value estimates. Actual construction costs and related estimates can vary greatly from this estimate.

The insurable value estimate presented herein is intended to reflect the value of the destructible portions of the subject, based on the replacement of physical items that are subject to loss from hazards (excluding indestructible items such as basement excavation, foundation, site work, land value and indirect costs). In the case of the subject, this estimate is based upon the base building costs (direct costs) as obtained via the Marshall Valuation Service handbook, with appropriate deductions.

This analysis should not be relied upon to determine proper insurance coverage as only consultants considered experts in cost estimation and insurance underwriting are qualified to provide an insurable value. It is provided to aid the client/reader/user as part of their overall decision making process and no representations or warranties are made by the appraiser regarding the accuracy of this estimate and it is strongly recommend that other sources be utilized to develop any estimate of insurable value.

INSURABLE VALUE CONCLUSION		
Primary Building Type:	Office	Height per Story: 12'
Effective Age:	20 YRS	Number of Buildings: 1
Condition:	Good	Gross Building Area: 10,291 SF
Exterior Wall:	Masonry Brick & Metal Sandwich	Number of Stories: 1
MVS Sec/Page		Section 15/Page 17
Quality/Bldg. Class		D/Good
Component Sq. Ft.		10,291 SF
Base Square Foot Cost		\$151.00
Cost Multipliers		
Current Cost Multiplier		1.03
Local Multiplier		0.97
Final Square Foot Cost		\$150.86
Base Component Cost		\$1,552,542
Total Base Building Cost	<i>(via Marshall Valuation Service cost data)</i>	\$1,552,542
Insurable Value Exclusions	10.0% of Total Building Cost	(\$155,254)
Insurable Value Indication		\$1,397,288
Rounded		\$1,397,000
Value Per SF		\$135.75

EXHIBIT "8"

Department of State: Division of Corporations

[Allowable Characters](#)

[HOME](#)

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number: 4297174 Incorporation Date / 12/1/2020
Formation Date: (mm/dd/yyyy)

Entity Name: SKYBEAM CAPITAL REIT LLC

Entity Kind: Limited Liability Company Entity Type: General

Residency: Domestic **State:** DELAWARE

REGISTERED AGENT INFORMATION

Name: VCORP SERVICES, LLC

Address: 108 W. 13TH STREET SUITE 100

City: WILMINGTON **County:** New Castle

State: DE **Postal Code:** 19801

Phone: 302-658-7581

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like Status Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

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EXHIBIT "9"

TAX ID (EIN): 854135810

An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity.

home tax id lookup rest api

SKYBEAM CAPITAL REIT LLC

Conformed submission company name, business name, organization name, etc.

0001901788

Company's CIK. Company's Central Index Key (CIK). The Central Index Key (CIK) is used on the SEC's computer systems to identify corporations and individual people who have filed disclosure with the SEC.

DE

State of incorporation. Company's State of Incorporation. The state of incorporation is the state where the entity has a domestic entity registration. I.e. the entity was first registered, NOT necessarily where the entity does business.

678-595-8832

Business address telephone number.

**3225 CUMBERLAND BOULEVARD, SUITE 1
ATLANTA GA 30339**

Business address, primary location address.

**3225 CUMBERLAND BOULEVARD, SUITE 1
ATLANTA GA 30339**

Mailing address.

Posted on Tuesday, November 28, 2023

EXHIBIT "9.1"

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

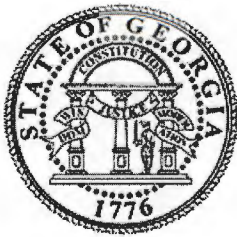
CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

SkyBeam Capital, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **06/11/2019** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **06/17/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

EXHIBIT "10"

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 6/11/2019 7:58:14 AM

BUSINESS INFORMATION

CONTROL NUMBER 19082007
BUSINESS NAME SkyBeam Capital, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 06/11/2019

PRINCIPAL OFFICE ADDRESS

ADDRESS 3225 Cumberland Blvd., Suite 100, Atlanta, GA, 30339, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Mark Fikse	3225 Cumberland Blvd., Suite 100, Atlanta, GA, 30339, USA	Cobb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Mark Fikse	ORGANIZER	3225 Cumberland Blvd., Suite 100, Atlanta, GA, 30339, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Mark Fikse
AUTHORIZER TITLE Manager



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

SERVICE OF PROCESS SEARCH

TRADEMARK SEARCH

Starts With Contains Exact Match

Business Name:

SKYBEAM CAPITAL REIT LLC

Note: Enter a business name to lookup (This can be partial or full name)

Control Number:

Registered Agent Name:

Officer Name:

[Back](#)

[Search](#)

[Reset](#)

INSTRUCTIONS

This search provides access to all the entity's information of record with the Secretary of State. For information on ordering certificates and/or copies of documents, refer to the HOME tab under the top menu.

Note: This search is not intended to serve as a name availability search.

To conduct a search:

- Select the applicable search type.
- Enter the name or number required you wish to search.
- Select the **Search** button.

EXHIBIT "10.1"

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone:
(404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

SERVICE OF PROCESS SEARCH

TRADEMARK SEARCH

Starts With Contains Exact Match

Business Name:

Note: Enter a business name to lookup (This can be partial or full name)

Control Number:

Registered Agent Name:

Officer Name:

[Back](#)

[Search](#)

[Reset](#)

Alert

No data found.

INSTRUCTIONS

This search provides access to all the entity's information of record with the Secretary of State. For information on ordering certificates and/or copies of documents, refer to the HOME tab under the top menu.

Note: This search is not intended to serve as a name availability search.

To conduct a search:

- Select the applicable search type.
- Enter the name or number required you wish to search.
- Select the **Search** button.

EXHIBIT "10.2"

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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The Securities and Exchange Commission has not necessarily reviewed the information in this filing and has not determined if it is accurate and complete.
The reader should not assume that the information is accurate and complete.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM D

OMB APPROVAL

OMB Number: 3235-0076
Estimated average burden
hours per response: 4.00

Notice of Exempt Offering of Securities

1. Issuer's Identity

CIK (Filer ID Number)	Previous Names	<input checked="" type="checkbox"/> None	Entity Type
<u>0001901788</u>			<input type="checkbox"/> Corporation
Name of Issuer			<input type="checkbox"/> Limited Partnership
Skybeam Capital REIT LLC			<input checked="" type="checkbox"/> Limited Liability Company
Jurisdiction of Incorporation/Organization			<input type="checkbox"/> General Partnership
DELAWARE			<input type="checkbox"/> Business Trust
Year of Incorporation/Organization			<input type="checkbox"/> Other (Specify)
<input type="checkbox"/> Over Five Years Ago			
<input checked="" type="checkbox"/> Within Last Five Years (Specify Year) 2021			
<input type="checkbox"/> Yet to Be Formed			

2. Principal Place of Business and Contact Information

Name of Issuer			
Skybeam Capital REIT LLC			
Street Address 1		Street Address 2	
3225 CUMBERLAND BOULEVARD, SUITE 1			
City	State/Province/Country	ZIP/PostalCode	Phone Number of Issuer
ATLANTA	GEORGIA	30339	6785958832

3. Related Persons

Last Name	First Name	Middle Name
Fikse	Mark	
Street Address 1	Street Address 2	
3225 Cumberland Boulevard, Suite 1		
City	State/Province/Country	ZIP/PostalCode
Atlanta	GEORGIA	30339
Relationship: <input checked="" type="checkbox"/> Executive Officer <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Promoter		

Clarification of Response (if Necessary):

CEO of SkyBeam Capital, LLC, Manager of the Fund

Last Name	First Name	Middle Name
Dimock	Jeff	

Street Address 1

3225 Cumberland Boulevard, Suite 1

Street Address 2

City

Atlanta

State/Province/Country

GEORGIA

ZIP/PostalCode

30339

Relationship: Executive Officer Director Promoter

Clarification of Response (if Necessary):

Managing Director of SkyBeam Capital, LLC, Manager of the Fund

4. Industry Group

- | | | |
|---|---|--|
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Health Care | <input type="checkbox"/> Retailing |
| <input type="checkbox"/> Banking & Financial Services | <input type="checkbox"/> Biotechnology | <input type="checkbox"/> Restaurants |
| <input type="checkbox"/> Commercial Banking | <input type="checkbox"/> Health Insurance | <input type="checkbox"/> Technology |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Hospitals & Physicians | <input type="checkbox"/> Computers |
| <input type="checkbox"/> Investing | <input type="checkbox"/> Pharmaceuticals | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Investment Banking | <input type="checkbox"/> Other Health Care | <input type="checkbox"/> Other Technology |
| <input type="checkbox"/> Pooled Investment Fund | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Travel |
| Is the issuer registered as an investment company under the Investment Company Act of 1940? | <input type="checkbox"/> Real Estate | <input type="checkbox"/> Airlines & Airports |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Commercial | <input type="checkbox"/> Lodging & Conventions |
| <input type="checkbox"/> Other Banking & Financial Services | <input type="checkbox"/> Construction | <input type="checkbox"/> Tourism & Travel Services |
| <input type="checkbox"/> Business Services | <input checked="" type="checkbox"/> REITS & Finance | <input type="checkbox"/> Other Travel |
| <input type="checkbox"/> Energy | <input type="checkbox"/> Residential | <input type="checkbox"/> Other |
| <input type="checkbox"/> Coal Mining | <input type="checkbox"/> Other Real Estate | |
| <input type="checkbox"/> Electric Utilities | | |
| <input type="checkbox"/> Energy Conservation | | |
| <input type="checkbox"/> Environmental Services | | |
| <input type="checkbox"/> Oil & Gas | | |
| <input type="checkbox"/> Other Energy | | |

5. Issuer Size

- | Revenue Range | OR | Aggregate Net Asset Value Range |
|---|----|---|
| <input type="checkbox"/> No Revenues | | <input type="checkbox"/> No Aggregate Net Asset Value |
| <input type="checkbox"/> \$1 - \$1,000,000 | | <input type="checkbox"/> \$1 - \$5,000,000 |
| <input type="checkbox"/> \$1,000,001 - \$5,000,000 | | <input type="checkbox"/> \$5,000,001 - \$25,000,000 |
| <input type="checkbox"/> \$5,000,001 - \$25,000,000 | | <input type="checkbox"/> \$25,000,001 - \$50,000,000 |
| <input type="checkbox"/> \$25,000,001 - \$100,000,000 | | <input type="checkbox"/> \$50,000,001 - \$100,000,000 |
| <input type="checkbox"/> Over \$100,000,000 | | <input type="checkbox"/> Over \$100,000,000 |

Decline to Disclose
 Not Applicable

Decline to Disclose
 Not Applicable

6. Federal Exemption(s) and Exclusion(s) Claimed (select all that apply)

- Rule 504(b)(1) (not (i), (ii) or (iii))
- Rule 504 (b)(1)(i)
- Rule 504 (b)(1)(ii)
- Rule 504 (b)(1)(iii)
- Rule 506(b)
- Rule 506(c)
- Securities Act Section 4(a)(5)
- Investment Company Act Section 3(c)
- Section 3(c)(1)
- Section 3(c)(2)
- Section 3(c)(3)
- Section 3(c)(4)
- Section 3(c)(5)
- Section 3(c)(6)
- Section 3(c)(7)
- Section 3(c)(9)
- Section 3(c)(10)
- Section 3(c)(11)
- Section 3(c)(12)
- Section 3(c)(13)
- Section 3(c)(14)

7. Type of Filing

New Notice Date of First Sale First Sale Yet to Occur
 Amendment

8. Duration of Offering

Does the Issuer intend this offering to last more than one year? Yes No

9. Type(s) of Securities Offered (select all that apply)

- Equity
- Debt
- Option, Warrant or Other Right to Acquire Another Security
- Security to be Acquired Upon Exercise of Option, Warrant or Other Right to Acquire Security
- Pooled Investment Fund Interests
- Tenant-in-Common Securities
- Mineral Property Securities
- Other (describe)

10. Business Combination Transaction

Is this offering being made in connection with a business combination transaction, such as a merger, acquisition or exchange offer? Yes No

Clarification of Response (if Necessary):

11. Minimum Investment

Minimum investment accepted from any outside investor \$1,000 USD

12. Sales Compensation

Recipient: H & L Equities, LLC
 (Associated) Broker or Dealer None

Recipient CRD Number: 113794
 (Associated) Broker or Dealer CRD Number None

H & L Equities, LLC
Street Address 1
1175 Peachtree St. N.E

113794
Street Address 2
Suite 2200

City
Atlanta

State/Province/Country
GEORGIA

ZIP/Postal Code
30361

State(s) of Solicitation (select all that apply)
Check "All States" or check individual States

All States Foreign/non-US

FLORIDA
 GEORGIA
 TEXAS

Recipient

Recipient CRD Number None

Charles B. Harrison

3071551

(Associated) Broker or Dealer None

(Associated) Broker or Dealer CRD Number None

H & L Equities, LLC
Street Address 1
1175 Peachtree St. N.E

113794
Street Address 2
Suite 2200

City
Atlanta

State/Province/Country
GEORGIA

ZIP/Postal Code
30361

State(s) of Solicitation (select all that apply)
Check "All States" or check individual States

All States Foreign/non-US

FLORIDA
 GEORGIA
 TEXAS

Recipient

Recipient CRD Number None

Scott Harrison

4981070

(Associated) Broker or Dealer None

(Associated) Broker or Dealer CRD Number None

H & L Equities, LLC
Street Address 1
1175 Peachtree St. N.E

113794
Street Address 2
Suite 2200

City
Atlanta

State/Province/Country
GEORGIA

ZIP/Postal Code
30361

State(s) of Solicitation (select all that apply)
Check "All States" or check individual States

All States Foreign/non-US

FLORIDA
 GEORGIA

TEXAS

Recipient

Patrick J. Whelchel

(Associated) Broker or Dealer None

H & L Equities, LLC

Street Address 1

1175 Peachtree St. N.E

City

Atlanta

State(s) of Solicitation (select all that apply)
Check "All States" or check individual States

All States

Recipient CRD Number None

5389090

(Associated) Broker or Dealer CRD Number None

113794

Street Address 2

Suite 2200

State/Province/Country

GEORGIA

ZIP/Postal Code

30361

GEORGIA

Recipient

Lori Mayfield

(Associated) Broker or Dealer None

H & L Equities, LLC

Street Address 1

1175 Peachtree St. N.E

City

Atlanta

State(s) of Solicitation (select all that apply)
Check "All States" or check individual States

All States

Recipient CRD Number None

4899271

(Associated) Broker or Dealer CRD Number None

113794

Street Address 2

Suite 2200

State/Province/Country

GEORGIA

ZIP/Postal Code

30361

FLORIDA

GEORGIA

TEXAS

Recipient

Charles Mathes

(Associated) Broker or Dealer None

H & L Equities, LLC

Street Address 1

1175 Peachtree St. N.E

City

Atlanta

State(s) of Solicitation (select all that apply)

All States

Recipient CRD Number None

5980160

(Associated) Broker or Dealer CRD Number None

113794

Street Address 2

Suite 2200

State/Province/Country

GEORGIA

ZIP/Postal Code

30361

Check "All States" or check individual States

GEORGIA

TEXAS

13. Offering and Sales Amounts

Total Offering Amount \$125,000 USD or Indefinite

Total Amount Sold \$0 USD

Total Remaining to be Sold \$125,000 USD or Indefinite

Clarification of Response (if Necessary):

14. Investors

Select if securities in the offering have been or may be sold to persons who do not qualify as accredited investors, and enter the number of such non-accredited investors who already have invested in the offering.

Regardless of whether securities in the offering have been or may be sold to persons who do not qualify as accredited investors, enter the total number of investors who already have invested in the offering:

15. Sales Commissions & Finder's Fees Expenses

Provide separately the amounts of sales commissions and finders fees expenses, if any. If the amount of an expenditure is not known, provide an estimate and check the box next to the amount.

Sales Commissions \$6,250 USD Estimate

Finders' Fees \$0 USD Estimate

Clarification of Response (if Necessary):

16. Use of Proceeds

Provide the amount of the gross proceeds of the offering that has been or is proposed to be used for payments to any of the persons required to be named as executive officers, directors or promoters in response to Item 3 above. If the amount is unknown, provide an estimate and check the box next to the amount.

\$0 USD Estimate

Clarification of Response (if Necessary):

Signature and Submission

Please verify the information you have entered and review the Terms of Submission below before signing and clicking SUBMIT below to file this notice.

Terms of Submission

In submitting this notice, each issuer named above is:

- Notifying the SEC and/or each State in which this notice is filed of the offering of securities described and undertaking to furnish them, upon written request, in the accordance with applicable law, the information furnished to offerees.*
- Irrevocably appointing each of the Secretary of the SEC and, the Securities Administrator or other legally designated officer of the State in which the issuer maintains its principal place of business and any State in which this notice is filed, as its agents for service of process, and agreeing that these persons may accept service on its behalf, of any

notice, process or pleading, and further agreeing that such service may be made by registered or certified mail, in any Federal or state action, administrative proceeding, or arbitration brought against the issuer in any place subject to the jurisdiction of the United States, if the action, proceeding or arbitration (a) arises out of any activity in connection with the offering of securities that is the subject of this notice, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these statutes, or (ii) the laws of the State in which the issuer maintains its principal place of business or any State in which this notice is filed.

- Certifying that, if the issuer is claiming a Regulation D exemption for the offering, the issuer is not disqualified from relying on Rule 504 or Rule 506 for one of the reasons stated in Rule 504(b)(3) or Rule 506(d).

Each Issuer identified above has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

For signature, type in the signer's name or other letters or characters adopted or authorized as the signer's signature.

Issuer	Signature	Name of Signer	Title	Date
Skybeam Capital REIT LLC	Tae Kim	Tae Kim	Attorney	2021-12-29

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.

* This undertaking does not affect any limits Section 102(a) of the National Securities Markets Improvement Act of 1996 ("NSMIA") [Pub. L. No. 104-290, 110 Stat. 3416 (Oct. 11, 1996)] imposes on the ability of States to require information. As a result, if the securities that are the subject of this Form D are "covered securities" for purposes of NSMIA, whether in all instances or due to the nature of the offering that is the subject of this Form D, States cannot routinely require offering materials under this undertaking or otherwise and can require offering materials only to the extent NSMIA permits them to do so under NSMIA's preservation of their anti-fraud authority.

SCHEDULE B, SECTION I**Requirements**

The following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
5. In the Loan Policy to be issued, the company will insure against defects in the title which are filed for record during the period of time between the effective date of this commitment and the date of filing for record of the documents creating the estate or interest being insured, except for matters of which the insured has any knowledge. Any provisions in this commitment which are in conflict herewith are hereby deemed deleted.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. **Deed from Mobile Capitalists LLC, conveying the premises described in Schedule A herein, to M&T Real Estate Group II, Inc.**
 - b. **Security Deed from M&T Real Estate Group II, Inc. to SkyBeam Capital REIT LLC ISAOA/ATIMA3225 Cumberland Boulevard Southeast, Suite 100, Atlanta, GA 30339 securing the principal amount of \$726,250.00.**
 - c. **We must be furnished with proof that M&T Real Estate Group II, Inc., is a Georgia Corporation or is authorized to transact business in the State of Georgia and is in good standing with the Secretary of State for the State of Georgia.**
 - d. **We must be furnished with a copy of the Corporate Resolution authorizing the Corporate Officers, who will execute the required documents, to encumber, transfer or convey the captioned property.**
 - e. **We must be furnished with proof that Mobile Capitalists LLC, is a Georgia Limited Liability Company or is authorized to transact business in the State of Georgia and is in good standing with the Secretary of State for the State of Georgia.**
 - f. **We must be furnished with a copy of the Company Resolution authorizing the Members, who will execute the required documents, to encumber, transfer or convey the captioned property.**
7. All county and/or city taxes, water, sewerage, garbage or other public utilities, which may be due/delinquent, must be verified by the proper authority prior to closing.
8. Taxes and assessments for 2021 to Rockdale County Tax Commissioner in the amount of \$7,444.77 are Paid on January 19, 2022 for Map and Parcel No. C190040001.
9. Taxes and assessments for 2021 to City of Conyers in the amount of \$3,216.32 are Paid on March 25, 2022 for Map and Parcel No. C190040001.

EXHIBIT "12"

A

Loan Number .

PROMISSORY NOTE

9 months | Fixed Rate | With Guaranty

THIS LOAN HAS A BALLOON FEATURE AND IS NOT FULLY AMORTIZED. AT MATURITY, BORROWER MUST REPAY THE ENTIRE REMAINING PRINCIPAL BALANCE OF THE LOAN AND ANY UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THIS LOAN AT THAT TIME. THEREFORE, BORROWER WILL BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS OWNED OR WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER UNDER THIS NOTE, WILLING TO LEND THE MONEY. IF BORROWER REFINANCES THIS LOAN AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF REFINANCING IS OBTAINED FROM THE SAME LENDER.

June 22, 2022

955 Commercial St NE, Conyers, GA 30012

1. BORROWER'S PROMISE TO PAY

In return for a loan that Borrower has received, Borrower promises to pay U.S. \$726,250.00 (this amount is called "Principal"), plus Interest, to the order of Lender. Lender is SkyBeam Capital REIT LLC. Borrower will make all payments under this Note in the form of wire transfer, ACH deposit, certified check, or money order. Borrower understands that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Borrower will pay Interest at an annual fixed rate of TWELVE per cent per annum (12%). Interest rate will increase by 0.5% if Borrower does not elect payment via Lender-initiated ACH draft.

The rate of Interest required by this Section 2 is the rate Borrower will pay before any default described in this Note or the associated Security Deed. After any such default, Borrower will pay Interest at an annual rate of 18.0%.

3. PAYMENTS

(A) Time, Amount and Place of Payments

I agree to make Interest only payments by making a payment every month. *Any prepaid interest paid at closing shall be non-refundable.* I agree to make my monthly Interest payments on the first (1st) day of each calendar month beginning on August 1, 2022, with subsequent Interest payments becoming due on the first (1st) day of each calendar month thereafter through the "Maturity Date" of this Note. Interest payments are not refundable, regardless of the date Borrower pays in full the amounts due under this Note. I agree to make Interest payments on the unpaid Principal until the full amount of Principal, Interest and any other charges

Initials: 

provided for in this Note have been paid. Each monthly payment will be applied first to Interest, then to fees and costs, and then to Principal.

I agree to make monthly payments to Lender at 3225 Cumberland Boulevard SE, Suite 100, Atlanta, Georgia 30339, or at a different place if required by Note Holder.

If on April 1, 2023 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." However, at Borrower's option, Note Holder will conditionally extend the Maturity Date for a period of ninety (90) calendar days, not to exceed four (4) such extensions from the original Maturity Date. In the event such an extension is granted by Note Holder, Borrower agrees to pay an additional one per cent (1.00%) of the original Principal amount set forth in Section 1 above for each such extension, or part thereof, which is called an "Extension Fee." In Note Holder's sole discretion, prior to granting such an extension, Note Holder may require Borrower to pay some or all of any outstanding Interest due at the time such extension is granted. Additionally, Note Holder may, but is not obligated to, finance said amounts due by Borrower upon granting such extension, whether that be the Extension Fee, the Interest then due and payable, or both.

(B) Amount of Monthly Interest Payments

My monthly payments of Interest only will each be in the amount of \$7,262.40.

4. BORROWER'S RIGHT TO PREPAY

Borrower has the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When Borrower make a Prepayment, Borrower must notify Note Holder in writing of the intent to prepay.

Borrower may make a full Prepayment or partial Prepayments without paying any Prepayment charge. Note Holder will use any such Prepayment to reduce the amount of Principal that Borrower then owes under this Note. However, Note Holder may apply any such Prepayment to the accrued and unpaid Interest on the Prepayment amount before applying the Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

Borrower understands and acknowledges that the following additional penalties are due for early Payoff of the loan in full. These penalties are IN ADDITION to all standard interest and fees then due:

- Within 30 days of closing: \$20,000.00
- Between days 31-75 after closing: \$10,000.00

Notwithstanding the foregoing right to make Prepayments, Borrower understands and acknowledges that all Prepayments must be in an amount equal to or greater than U.S. \$10,000.00, otherwise any such payment shall be treated as an advanced payment of scheduled interest only payments pursuant to Section 3 above and shall be applied upon becoming due and payable hereunder.

5. LOAN CHARGES AND AVOIDANCE OF USURY.

This loan will be governed by and construed according to the laws of the State of Georgia. If any law which applies to this loan and which sets maximum loan charges is finally interpreted or applied so that the Interest or other loan charges collected or to be collected under this loan exceed the permitted state law limits, then any such loan charge(s) shall be reduced by the amount necessary to reduce the charge to the permitted limit, and any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. In no event shall any loan charges under this Note be in excess of the current limit of permitted loan charges. In determining whether or not the rate of interest hereunder exceeds the highest lawful rate, Borrower and Lender agree and intend that all sums paid hereunder which are deemed interest for the purposes of determining usury, shall be prorated, allocated or spread in equal parts over the longest period of time permitted under the applicable laws of the State of Georgia.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Periodic Interest Only Payments

If the Note Holder has not received the full amount of any monthly payment by the end of four (4) calendar days after its due date, then Borrower agrees to pay a late charge to the Note Holder. The amount of the late charge shall be ten percent (10.0%) of the overdue payment or \$100.00, whichever is greater.

(B) Default

If Borrower does not pay the full amount of any and all payments required under this Note on the date due, Borrower will be in default.

(C) Notice of Default

If Borrower is in default, Note Holder may, but is not required, to send written notice to Borrower that if the overdue amount is not paid in full by a certain date, Note Holder may accelerate the entire indebtedness owed under this Note and may require Borrower to pay immediately the full amount of Principal that has not been paid and all the Interest then owed on that amount, as well as any applicable penalties and/or fees.

(D) No Waiver by Note Holder

Even if Borrower is in default and the Note Holder does not accelerate the indebtedness and does not require Borrower to pay immediately in full as described above, Note Holder does not waive the right to declare a default and to accelerate the indebtedness at any time. Note Holder will also still have the right to declare a default if Borrower is in default at any later time.

(E) Payment of Note Holder's Costs and Expenses

If Note Holder has required Borrower to pay immediately in full as described above, Note Holder will have the right to be reimbursed by Borrower for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include but are not limited to reasonable attorneys' fees and expenses actually incurred by Note Holder.

7. GIVING OF NOTICES

Any notice that must be given to Borrower under this Note may be given by electronic mail to Borrower at the following address: mtrealestategroup18@gmail.com, or by hand delivering it or by mailing it by first class mail to 997 Commerce Dr SW, Ste 1A, Conyers, GA 30094, or at a different address if Borrower notifies Note Holder in writing of a different address.

8. OBLIGATIONS OF PERSONS AND/OR ENTITIES UNDER THIS NOTE

If more than one natural person and/or entity signs this Note, each is fully and individually obligated to keep all of the promises made in this Note, including, without limitation, the promise to pay the full amount owed, the parties being jointly and severally liable under this Note. Any person and/or entity who, under this Note or by virtue of an associated guaranty, surety or endorsement of this Note, becomes a Guarantor, Surety and/or Endorser of this Note, is also obligated to do these things, as such terms shall be interchangeable with Borrower as used herein. Any person and/or entity who takes over these obligations, including the obligations of Borrower, a Guarantor, Surety or Endorser of this Note, is also obligated to keep all of the promises made in this Note. Note Holder may enforce its rights under this Note against each person and/or entity individually or against all such parties together. This means that any one of such parties may be required to pay all of the amounts owed under this Note, whether a natural person or an entity.

9. WAIVERS

Borrower and any other natural person and/or entity that has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require Note Holder to give notice to other persons and/or entities that amounts due have not been paid.

10. SECURED NOTE

This Note is a secured instrument. In addition to the protections given to Note Holder under this Note, a Mortgage, Deed of Trust, Security Deed, Security Agreement, Collateralization Agreement, Loan Agreement and/or Pledge Agreement (the "Security Instrument"), dated the same date as this Note, protects Note Holder from possible losses that might result if Borrower does not keep the promises that Borrower made in this Note.

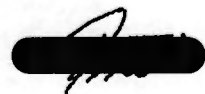
WITNESS THE HANDS AND SEALS OF THE UNDERSIGNED BORROWER.

**M & T Real Estate Group II, Inc.,
a Georgia Corporation**

By: 
Adrian M. Tisdale, President

By: 
Adrian M. Tisdale, Secretary

[Sign Original Only]

A handwritten signature is present, but it is almost entirely obscured by a thick black horizontal redaction bar. Only the top portion of the signature is visible above the bar.

D: DEED B: 7387 P: 36
06/24/2022 11:47 AM
2022-12087 Pages: 13 Fees: \$25.00
Janice Morris
Clerk of Superior Court Rockdale County, GA
eFile Participant IDs:

Parcel Id:

Return Recorded Document to:
SkyBeam Capital REIT LLC
3225 Cumberland Boulevard Southeast, Suite 100
Atlanta, GA 30339

----- [Space Above This Line For Recording Data] -----

SECURITY DEED

State of Georgia
County of

THIS INDENTURE, made this 22nd day of June, 2022, between M & T Real Estate Group II, Inc., a Georgia Corporation (hereinafter the "Grantor") and SkyBeam Capital REIT LLC, (hereinafter called the "Grantee"), whose address is 3225 Cumberland Blvd SE, Suite 100, Atlanta, GA 30339.

WITNESSETH:

WHEREAS, Grantor is justly indebted to grantee in the sum of SEVEN HUNDRED TWENTY SIX THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$726,250.00), and has agreed to pay the same, with interest thereon, according to the terms of a certain Note (the "Note") given by Grantor to Grantee, bearing even date herewith, with final payment being due on April 1, 2023, the Note, by reference, being made a part hereof;

NOW, THEREFORE, in consideration of the premises and the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property; to-wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of:
955 Commercial St NE, Conyers, GA 30012
[Property Address]

TOGETHER WITH all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

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

1 of 7

Initial 

EXHIBIT "14"

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 machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, 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 or enjoyment of said property and now owned or hereafter acquired by Grantor; 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 value of, the premises 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 attorney's fees, cost and disbursements incurred by Grantee in connection with the collection of such award of payment.

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behalf of the 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 the same; that the Premises are unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed passing legal title pursuant to the laws of the State of Georgia governing loan or security deeds and is not a mortgage and is made and intended to secure the payment of the indebtedness of Grantor to Grantee evidenced by the Note in accordance with the terms thereof; together with any and all other indebtedness now owing or which may hereafter be owing by Grantor to grantee, however incurred and all renewal or renewals and extension or extensions of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

The following riders are to be executed by Borrower and recorded contemporaneously herewith (mark each box as applicable):

- | | | |
|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Contingent Interest Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> PUD Rider | <input type="checkbox"/> Condominium Rider |
| <input checked="" type="checkbox"/> 1 -4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) - specify: |
| <input checked="" type="checkbox"/> Waiver of Borrower's Rights | <input checked="" type="checkbox"/> Closing Attorney Affidavit | <input checked="" type="checkbox"/> GA Foreclosure Disclosure |

AND GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE, as follows:

1. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as the Note and this Deed provides.

2. 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 the 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 mortgage 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 pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on the installment-due date 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 prior

to the due date thereof. 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. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which same shall 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 to the amount of the then unused credit therefore as and when they become severally due and payable. An official receipt therefore 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 therefore in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to Grantee and shall become part of the Secured Indebtedness and bear interest at the rate as in the Note from date of advancement. 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 the 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 in the event of the passage, after the date of this instrument, of any law or ordinance of the United States, the State or any political subdivision thereof, wherein the Premises are situated, or any decision by a court of competent jurisdiction, creating or providing for any tax, assessment or charge against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby, that is to be paid by Grantee, the Secured Indebtedness shall, at the option of Grantee, become immediately due and payable and, in the event payment thereof is not made forthwith, Grantee may take, or cause to be taken, such action or proceeding as may be taken hereunder in the case of any other default in the payment of the indebtedness.

3. (a) Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, 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 full insurable value (in no event shall the amount of insurance be less than the amount of the Secured Indebtedness); all insurance herein provided for shall be in form and 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 30 days prior to the expiration date of each policy of insurance required of Grantor pursuant to this Article, 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 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.

4. 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 statutes, ordinances and requirements of any governmental authority relating to the Premises 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, 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. 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. Grantor shall execute and deliver (and pay the cost of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewals and substitution notes, so as to reaffirm to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises. Intended to be hereby conveyed, whether or not conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof, grantor, 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 6 days in case the request is made personally, or within 10 days after the mailing of such request in case the request is made by mail.

6. Grantee shall be subrogated to all right, title, lien or equity of all persons to whom it may have paid monies in settlement of liens, charges or in acquisition of title of or for its benefit hereunder, or for the benefit and account of Grantor at the time of making the loan evidenced by this security deed, or subsequently under any of the provisions herein.

7. Notwithstanding any taking of any property, herein conveyed and 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, Grantee 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 payment for such taking, alteration, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect on the date of such receipt; and said award or payment 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 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 counsel fees, cost and disbursements incurred by Grantee in connection with the collections of such award or payment.

8. Upon the occurrence of any of the following events (herein called an "event of default"):

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

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

(c) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered, except as described the Construction Escrow Holdback

Agreement as approved by Lender and so that the value of the Premises be diminished except as provided for in Article 7 herein;

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

(e) should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding;

(f) should Grantor make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Grantor or of any of Grantor's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar status, be filed, or should grantor be adjudicated bankrupt or insolvent, or should Grantor, if a corporation, be adjudicated or dissolved or its charter expire or be revoked, or, if a partnership or business association be dissolved or partitioned or, if a trust, be terminated or expire;

(g) should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness; or

(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;

(i) should all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument;

(j) should the death dissolution, or winding up, as the case may be, of the Borrower, any Guarantor, Member of the Borrower, or the occurrence of any change in the management or the control of the Borrower, unless any such changes are consented to in writing by the Lender, at the Lender's sole discretion.

Then and thereupon Grantee may do any one or more of the following:

(i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefore, 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;

(ii) pay any sums in any form or manner deemed expedient by Grantee to protect the security of the 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 of the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or 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 as in the Note shall be added to and become a part of the Secured Indebtedness and 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 be Grantee under the provisions hereof, and any such subrogation rights shall be additional an cumulative security to this Instrument;

(iii) declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Grantor, regardless of maturity, and in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may 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 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, dower, courtesy and all other exceptions 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 as in the Note from date of payment, together with all cost and charges for advertising, and commissions for selling the Premises, and 15% of the aggregate amount due, as attorney's fees and pay over any surplus to grantor (in the event of deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency) and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of tenant under Grantee, or its assigns, 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 not any and all other remedies which Grantor may have at law or in equity.

Grantee, in any action to foreclose this deed, or upon 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 the 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, the Premises or any part thereof may be sold in one parcel and as entirety, or in such parcels, manner or order as Grantee in its sole discretion may elect, and one or more exercise of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

9. Grantor, for himself and family, hereby waives and renounces all homestead and 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; and Grantor agrees that where, by the terms of the conveyance or the Note 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.

10. 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 the Grantor, including an action of Foreclosure, or any other action, for a default or defaults by Grantor existing at the time of such earlier action was commenced.

11. 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; and 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,

12. 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 mail by depositing it in any post office station or letter box, enclose din a postpaid envelope (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 for the Premises hereby conveyed.

13. Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secure, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured indebtedness of the Grantor shall be and mean the several as well as joint undertaking of each of them.

14. The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective 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 conform thereto.

IN WITNESS WHEREOF, this Indenture has been duly executed and sealed by Grantor; any such execution and sealing by a corporation has been carried out by its proper officers thereunto duly authorized; the date and year first above written.

This 22nd day of June, 2022, Signed, Sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

M & T Real Estate Group II, Inc.,
a Georgia Corporation
By: [Signature]
Adrian M. Tisdale, President
[Signature]
Adrian M. Tisdale, Secretary



Exhibit A - Legal Description

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN LAND LOT 295 OF THE 16th LAND DISTRICT, CITY OF CONYERS, ROCKDALE COUNTY, STATE OF GEORGIA, CONTAINING 0.883 ACRE, MORE OR LESS, (38,453.5 SQUARE FEET), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A P-K NAIL SET WHERE THE SOUTHEASTERLY 30FT. RIGHT-OF-WAY OF WAREHOUSE STREET INTERSECTS THE NORTHERN RIGHT-OF-WAY OF COMMERCIAL STREET, A VARIABLE RIGHT-OF-WAY AT THIS POINT, THENCE PROCEEDING South 71 DEGREES 43 MINUTES 04 SECONDS WEST A DISTANCE OF 89.61 FEET TO A P-K NAIL SET IN AN ASPHALT DRIVE, THE TRUE POINT OF BEGINNING, THENCE South 50 degrees 11 minutes 52 seconds East a distance of 434.41 feet to a MAG nail set on the Right-of-Way of South Main Street; THENCE along the South Right-of-Way of South Main Street, And along the back of the sidewalk, South 20 degrees 11 minutes 55 seconds East for a distance of 53.01 feet to a calculated point THENCE South 24 degrees 57 minutes 32 seconds East for a distance of 43.35 feet to a calculated point; South 32 degrees 23 minutes 58 seconds East for a distance of 50.28 feet to a calculated point; South 33 degrees 47 minutes 06 seconds East for a distance of 41.07 feet to an iron Pin Set where the South Right-of-Way of South Main Street intersects the Westerly Right-of-Way of Pine Log Road at the Railroad Crossing; South 39 degrees 47 minutes 26 seconds West for a distance of 3.04 feet to an iron pin set, 25 feet from the centerline of the main CSX Railroad Track; along a line parallel to and 25 feet Northeast of the main CSX Railroad Track, North 50 degrees 11 minutes 52 seconds West for a distance of 299.40 feet to an iron pin set; North 50 degrees 11 minutes 52 seconds West for a distance of 309.50 feet to an iron pin set; North 41 degrees 24 minutes 05 seconds East for a distance of 75.03 feet to a P-K nail set in the asphalt, the True Point of Beginning. Together with and subject to covenants, easements, and of record.

LESS AND EXCEPT ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 295 OF THE 16TH DISTRICT OF ROCKDALE COUNTY, CITY OF CONYERS, STATE OF GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING begin at a p/k nail set on the right-of-way intersection of Warehouse Street and Commercial Street, thence proceed South egress 43 minutes 04 seconds West for a distance of 89.61 ft. to a pk nail set in the pavement, thence South 41 degrees 24 minutes 05 seconds West 36.88 ft. to a point on the back of the curb, also being the TRUE POINT OF BEGINNING; THENCE South 79 degrees 23 minutes 22 seconds East for a distance of 5.92 feet to at calculated point on the top back of curb; THENCE along a curve to the right having a radius of 8.72 feet and an arc length of 16.58 feet, being subtended by a chord of North 74 degrees 35 minutes 16 seconds East for a distance of 14.19 feet to a calculated point on the top back of curb; THENCE South 50 degrees 57 minutes 06 seconds East for a distance of 38.77 feet to a calculated point on the top back of curb; THENCE South 19 degrees 44 minutes 00 seconds East for a distance of 7.40 feet to a calculated point at the corner of the building; THENCE South 40 degrees 25 minutes 21 seconds West for a distance of 49.44 feet to an iron pin set at fence; THENCE North 50 degrees 11 minutes 53 seconds West for a distance of 58.95 feet to an iron pin set; THENCE North 41 degrees 24 minutes 05 seconds East for a distance of 38.15 feet to a calculated

Continued

point at the top back of curb, also being the TRUE POINT OF BEGINNING; Together with and subject to covenants, easements and restrictions of record.

Said property contains 0.069 acres, more or less, as shown on a plat of survey for Brillante International, Inc. dated January 08, 2007 by Robert M. Buhler RIs No. 1403 recorded in Plat Book 35 Page 74 in Rockdale County, which plat is incorporated herein by reference.

Subject Property Address: 955 NE Commercial Street, Conyers, GA 30012

Parcel ID

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER shall be deemed to amend and/or supplement the Security Deed to which this Rider is attached, dated and given by M & T Real Estate Group II, Inc., a Georgia Corporation (the "Borrower") to secure Borrower's promissory note to SkyBeam Capital REIT LLC (the "Lender") of the same date and covering the real property described in the Security Deed, being commonly known as:

955 Commercial St NE, Conyers, GA 30012 [the "Property"]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Deed, the following provisions shall apply:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Deed to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required in this transaction.

D. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph D, the word "lease" shall mean "sublease" if the Security Deed is on a leasehold.

E. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Deed, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property directly; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant. Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph E.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Deed is paid in full.

F. CROSS-DEFAULT & CROSS-COLLATERALIZATION PROVISION. A default under the promissory note or Security Deed shall constitute a default under each and every other note and security instrument to Grantee from Grantor, or from any corporation, partnership, trust or other legal entity in which either Grantor is an officer, director, principal, shareholder, partner or beneficiary, or of which any officer, director, principal, shareholder, partner or beneficiary of Grantor is an officer, director, principal, shareholder, partner or beneficiary, and vice versa. Upon the occurrence of such a default, Grantee may, at its sole discretion and option, declare any or all other such notes or security instruments in default, accelerate the indebtedness evidenced or secured thereby as immediately due and payable and exercise any and all remedies set forth in the note(s) and security instrument(s) that have been accelerated pursuant to this provision.

BY SIGNING BELOW, Borrower hereby accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

M & T Real Estate Group II, Inc.,
a Georgia Corporation

By:

Adrian M. Tidale, President

By:

Adrian M. Tidale, Secretary

BALLOON PAYMENT RIDER TO SECURITY INSTRUMENT

THIS BALLOON RIDER is made this 22nd day of June, 2022 made by the Borrower(s) signing below ("Borrower") to SkyBeam Capital REIT LLC ("Lender") and Security Deed (the "Security Instrument") dated June 22, 2022 and given by Borrower to secure repayment of the Note.

In addition to the agreements and provisions made in the Note and the Security Instrument, both the borrower and Lender further agree as follows:

THIS LOAN IS PAYABLE AT THE END OF 9 MONTHS, ON April 1, 2023. BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND THE UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. BORROWER WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS BORROWER MAY OWN, OR BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER BORROWER HAS THIS LOAN WITH, WILLING TO LEND BORROWER THE MONEY AT PREVAILING INTEREST RATES, WHICH MAY BE CONSIDERABLY HIGHER OR LOWER THAN THE INTEREST RATE ON THIS LOAN. IF BORROWER REFINANCES THIS LOAN AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

ANY SUBORDINATE DEBT MUST BE APPROVED IN WRITING BY LENDER. OBTAINING ANY SUBORDINATE DEBT WITHOUT THE CONSENT OF THE LENDER SHALL BE AN EVENT OF DEFAULT.

M & T Real Estate Group II, Inc.,
a Georgia Corporation

Adrian M. Tidale, President

Adrian M. Tidale, Secretary

Lender: SkyBeam Capital REIT LLC
Grantor: M & T Real Estate Group II, Inc., a Georgia Corporation
Property: 955 Commercial St NE, Conyers, GA 30012
Date of Deed: June 22, 2022

ACKNOWLEDGEMENT OF WAIVER OF BORROWER'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF A TORNNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NON-JUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PREVISIONS HEREOF. (2) WAIVES ANY AND ALL RIGHTS THAT GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF. (3) ACKNOWLEDGES THAT GRANTOR HAS READ THE SECURITY DEED AND THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THE SECURITY DEED 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 THE SECURITY DEED. (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

Read and approved by Grantor.
Signed, dated and Delivered in the presence of:
Official Witness
COUNTY, GEORGIA
DEER IS

GRANTOR:
M & T Real Estate Group II, Inc.,
a Georgia Corporation
Adrian M. Tidale, President
Adrian M. Tidale, Secretary

CLOSING ATTORNEY AFFIDAVIT

Before the undersigned attesting officer, personally appeared the undersigned closing attorney, who, having been first duly sworn according to law, states under oath as follows:

In closing the above Grantor's loan, but prior to the execution of the Security Deed and Acknowledgement of Waiver of Borrower's Rights by Grantor, I reviewed with and explained to Grantor the terms and provisions of the Security Deed and particularly the provisions thereof authorizing Lender to sell the secured property by a non-judicial foreclosure under a power of sale, together with the Acknowledgement of Waiver of Borrower's Rights and informed Grantor of Grantor's rights under the Constitution of the United States and the Constitution of the State of Georgia to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Grantor of Grantor's rights. After said review with and explanation to Grantor, Grantor executed the Security Deed and the Acknowledgement of Waiver of Borrower's Rights.

Based on said review with and explanation to Grantor, it is my opinion that Grantor knowingly, intentionally and willingly executed said waiver of Grantor's Constitutional rights to notice and judicial hearing prior to any said non-judicial foreclosure and subscribed before me, the undersigned attesting officer, on the date set forth above.

Notary Public
Closing Attorney

GEORGIA FORECLOSURE CLOSING DISCLOSURE

O.G.C.A. Section 2-1-101(4)(3) requires that you be informed that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan, you may lose the property that serves as collateral for said mortgage loan through foreclosure.

M & T Real Estate Group II, Inc.
By: Adrian M. Tidale, President
Adrian M. Tidale, Secretary

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	)	CHAPTER 11
)	
M & T Real Estate Group II, Inc	)	CASE NO. 23-52191-pwb
<i>dba M&T Real Estate Group II, Inc DBA We Work for U</i>)	
<i>GA Conference Center;</i>)	
<i>dba AASAC Transitional Community Housing Houseless</i>)	
<i>Housing Program.</i>)	
)	
Debtor.)	

SkyBeam Capital REIT, LLC)	
)	
Movant,)	
v.	)	CONTESTED MATTER
)	
M & T Real Estate Group II, Inc, Debtor)	
Todd Eugene Hennings, Trustee)	
Respondents)	
)	

NOTICE OF HEARING

PLEASE TAKE NOTICE that SkyBeam Capital REIT, LLC., has filed motion to validate foreclosure sale or in the alternative motion for in rem relief and related papers with the Court seeking an order to validate foreclosure sale or modify the automatic stay on Debtor’s real property: 955 Commercial St NE Conyers, GA 30012.

PLEASE TAKE FURTHER NOTICE that the Court will hold an initial telephonic hearing for announcements on the motion at the following number: **toll-free number: 833-568-8864; access code 161 794 3084, at 10:00 a.m., on April 20, 2023, in Courtroom 1401 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303.**

Matters that need to be heard further by the Court may be heard by telephone, by video conference, or in person, either on the date set forth above or on some other day, all as determined by the Court in connection with this initial telephonic hearing. Please review the “Hearing Information” tab on the judge’s webpage, which can be found under the “Dial-in and Virtual Bankruptcy Hearing Information” link at the top of the webpage for this Court, www.ganb.uscourts.gov for more information.

Your rights may be affected by the court’s ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Clerk's Office is Clerk, U. S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive, Atlanta Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. Movant consents to the automatic stay remaining in effect until the Court orders otherwise.

If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting relief.

Dated: March 7, 2023

/s/ Richard B. Maner

Richard B. Maner, GA Bar No. 486588

Counsel for Movant

180 Interstate N Parkway, Suite 200

Atlanta, GA 30339

Phone: (404) 252-6385; Fax: (404) 252-6394

rmaner@rbmlegal.com

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:	)	CHAPTER 11
)	
M & T Real Estate Group II, Inc	)	CASE NO. 23-52191-pwb
<i>dba M&T Real Estate Group II, Inc DBA We Work for U</i>)	
<i>GA Conference Center;</i>)	
<i>dba AASAC Transitional Community Housing Houseless</i>)	
<i>Housing Program.</i>)	
)	
Debtor.)	
<hr style="border-top: 1px dashed black;"/>		
SkyBeam Capital REIT, LLC)	
)	
Movant,)	
v.	)	CONTESTED MATTER
)	
M & T Real Estate Group II, Inc, Debtor)	
Todd Eugene Hennings, Trustee)	
Respondents)	
)	

**MOTION TO VALIDATE FORECLOSURE SALE OR
IN THE ALTERNATIVE TO DISMISS CASE**

COMES NOW SkyBeam Capital REIT, LLC, Movant in the above-styled bankruptcy proceeding, and respectfully moves the Court that the automatic stay in force in this case be annulled and a foreclosure sale conducted by Movant be validated or in the alternative granted in rem relief as more fully appears below:

1.

The Bankruptcy Court has jurisdiction over this motion pursuant to 28 U.S.C. §1334 and 11 U.S.C. §362.

2.

Movant is the holder of a Deed to Secure Debt (“Security Deed”) which describes certain real property purportedly owned by M&T Real Estate Group II, Inc. a copy of the Security Deed is attached hereto and marked “Exhibit A”. Said real property is security for a promissory note held by Movant.

3.

The Debtor, a corporation incorporated under the laws of the State of Georgia filed a ProSe skeletal bankruptcy petition in an attempt to stop the foreclosure set for March 7, 2023. A corporation must retain Counsel to file for bankruptcy relief and as such the within filing is void and / or voidable.

4.

At the time the foreclosure sale occurred the balance on the Movant's mortgage was \$726,250.00, and an approximate pay off in the amount of \$801,238.20. Movant shows the value of the real estate at \$501,500.00, per the attached property tax statement dated 11/01/2022 attached hereto as Exhibit "B". The subject property sold back to the lender on March 7, 2023, a copy of the Memorandum of Sale is attached hereto as Exhibit "C".

5.

The Debtor filed a skeletal petition in a bad faith attempt to stop the pending foreclosure. Movant is not being provided adequate protection. For the above and foregoing reasons, Movant asserts cause exists sufficient to waive the requirement of Bankruptcy Rule 4001(a)(3), therefore allowing an Order to be effective upon this Honorable Court's signature.

WHEREFORE, Movant respectfully moves this Court to issue an Order validating the March 7, 2023, foreclosure sale, or modifying the automatic stay allowing Movant to record its deed under power to gain possession of the property known as 955 Commercial St NE Conyers, GA 30012 including but not limited to the initiation of dispossessory proceedings, if necessary, or in the alternative to dismiss the case.

This 7th day of March 2023

Respectfully Submitted,

/s/Richard B. Maner

Richard B. Maner, GA Bar No. 486588

Counsel for Movant

RICHARD B. MANER, P.C.

180 Interstate N Parkway Suite 200

Atlanta, GA 30339

Phone: (404) 252-6385; Fax: (404) 252-6394

rmaner@rbmlegal.com

CERTIFICATE OF SERVICE

I, Richard B. Maner, certify that I am over the age of 18 and that on March 7, 2023, I served a copy of Movant's **MOTION TO VALIDATE FORECLOSURE SALE OR IN THE ALTERNATIVE MOTION TO DISMISS** and **NOTICE OF HEARING** electronically. Those not served electronically have been served by depositing same in the United States Mail in a properly addressed envelope to each with adequate postage prepaid on the following persons or entities at the addresses stated:

M & T Real Estate Group II, Inc, PRO SE
2222 Dresden Green NW
Kennesaw, GA 30144

Todd Eugene Hennings
Taylor English Duma LLP
Suite 200
1600 Parkwood Circle SE
Atlanta, GA 30339

U.S. Trustee
Office of the United States Trustee
362 Richard Russell Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

Dated: March 7, 2023

/s/Richard B. Maner
Richard B. Maner
Counsel for Movant
GA Bar No. 486588
RICHARD B. MANER, P.C.
180 Interstate N Parkway Suite 200
Atlanta, GA 30339
Phone: (404) 252-6385; Fax: (404) 252-6394
rmaner@rbmlegal.com

C
MTV

Opening Bid: \$801,238.20
File Number FC22-338

Debtor: M & T Real Estate Group II, Inc., a

Memorandum of Foreclosure Sale

On 3/7/2023 the property located at 955 Commercial Street NE
was sold by Conyers, GA 30012
SkyBeam Capital REIT LLC
within the legal hours of sale at the usual place for conducting Sheriff's sales in
Rockdale County, Georgia, to the highest bidder for cash,
for \$ _____, This sale is subject to (1)
confirmation that the sale is not prohibited under the U.S. Bankruptcy Code, and (2) final confirmation and
audit of the status of the loan with the holder of the security deed and (3) O.C.G.A. Section 9-13-172.1 and
(4) if the holder of the security deed is unable to convey title, the sole damages shall be the return of the
funds tendered for the purchase of the property.

Signature of Purchaser: _____

Title to be vested in : back to lender

Address: _____

Home Phone: UMFR Work Phone: 678 234

Witnessed by: _____ Phone Number: _____

Time: 11:23

Signature: [Signature]

Attorney: _____
SkyBeam Capital, LLC
representing

C
MTV

Opening Bid: \$801,238.20
File Number FC22-338

Debtor: M & T Real Estate Group II, Inc., a

Memorandum of Foreclosure Sale

On 3/7/2023 the property located at 955 Commercial Street NE
Conyers, GA 30012
was sold by
SkyBeam Capital REIT LLC
within the legal hours of sale at the usual place for conducting Sheriff's sales in
Rockdale County, Georgia, to the highest bidder for cash,
for \$ _____ This sale is subject to (1)
confirmation that the sale is not prohibited under the U.S. Bankruptcy Code, and (2) final confirmation and
audit of the status of the loan with the holder of the security deed and (3) O.C.G.A. Section 9-13-172.1 and
(4) if the holder of the security deed is unable to convey title, the sole damages shall be the return of the
funds tendered for the purchase of the property.

Signature of Purchaser: _____

Title to be vested in: back to lender

Address: _____

Home Phone: UMFR Work Phone: 678 234

Witnessed by: _____ Phone Number: _____

Time: 11:23

Signature: [Signature]

Attorney: _____
SkyBeam Capital, LLC
representing

C
MTV

Opening Bid: \$801,238.20
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confirmation that the sale is not prohibited under the U.S. Bankruptcy Code, and (2) final confirmation and
audit of the status of the loan with the holder of the security deed and (3) O.C.G.A. Section 9-13-172.1 and
(4) if the holder of the security deed is unable to convey title, the sole damages shall be the return of the
funds tendered for the purchase of the property.

Signature of Purchaser: _____

Title to be vested in: back to lender

Address: _____

Home Phone: UMFR Work Phone: 678 234

Witnessed by: _____ Phone Number: _____

Time: 11:23

Signature: [Signature]

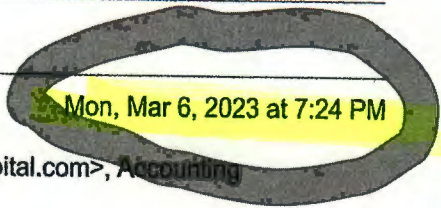
Attorney: _____
SkyBeam Capital, LLC
representing

SkyBeam Capital Audit - Confirmation Letter

ADRIAN TISDALE <mtrealestategroup18@gmail.com>

To: Megan Fikse <meganfikse@skybeamcapital.com>

Cc: Bryan Vencill <Bryan.Vencill@armaninollp.com>, Mark Fikse <markfikse@skybeamcapital.com>, Accounting <accounting@skybeamcapital.com>



Here is a copy of my Bankruptcy filing case #23-52191

My attorney that will represent me will be contacting your office and your attorney. I had to switch to a new one.

On Fri, Dec 16, 2022 at 6:01 PM Megan Fikse <meganfikse@skybeamcapital.com> wrote:

Dear SkyBeam Capital Borrower,

To ensure we are maintaining the highest standards and integrity in our business, SkyBeam Capital goes through an annual financial audit. We have engaged Armanino (a top 50 audit firm) to complete our financial audit. As part of this process, the audit team has selected a number of borrowers (and you are one of the lucky ones) to complete a verification of your loan with SkyBeam Capital as of 10/31/2022.

Armanino will be reaching out to you via a letter via Adobe Sign for you to confirm some specifics about your loan.

Bryan Vencill is leading the audit for Armanino (Welcome to Armanino).

Please be on the lookout for an email from Armanino (it will be from Adobe Sign so you can sign electronically) and we would appreciate your cooperation to review and sign as we conduct our financial audit.

Feel free to reach out to Bryan, Mark, or me with any questions.

Thanks,

Megan

MEGAN FIKSE

e: meganfikse@skybeamcapital.com

p: 404.850.1911

w: www.skybeamcapital.com

EXHIBIT "15.2"

"We have moved! Please note our new Address: 955 Commercial St NE, Conyers, GA 30012"

If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distributed or copy of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender and remove any record of this message. This message and any attachments are for the intended recipient(s) only and may contain privileged, confidential and/or proprietary information about M & T Real Estate Group, or its customers, which M & T Real Estate Group does not intend to disclose to the public. If you received this message by mistake, please notify the sender by reply e-mail and delete the message and attachments.

BK CASE# 23-52191-[3-6-2023].pdf
241K

EXHIBIT "E"

FW: Motion to Validate Sale- 955 Commercial St NE Conyers, Ga 30012

Jeff Dimock <JeffDimock@skybeamcapital.com>
To: ADRIAN TISDALE <mtrealestategroup18@gmail.com>

Wed, Mar 15, 2023 at 5:32 PM

Hi Tisdale,

I assume you have gotten the attached motion that will be heard by the bankruptcy judge on 4/20. If the judge rules in our favor, which we expect on that date, the foreclosure will be validated and your property will be deeded immediately to us.

If you are able to arrange a payoff of your loan in full prior to 4/20, we will drop the motion and release our security deed so that you are able to retain the property. It has always been our hope that you would pay off the loan and the foreclosure would not happen. I do hope you are able to arrange a payoff in full to us prior to the hearing as we really do want you to keep your property.

Once you have made funding arrangements, please reach out for a payoff request.

JEFF DIMOCK

e: jeffdimock@skybeamcapital.com

p: 404.445.4424

c: 770.712.2182

w: www.skybeamcapital.com



 Mtn to ValidateFiledCopyecf served.pdf
2962K

EXHIBIT "F"

FW: Motion to Validate Sale- 955 Commercial St NE Conyers, Ga 30012

Jeff Dimock <JeffDimock@skybeamcapital.com>
To: ADRIAN TISDALE <mtrealestategroup18@gmail.com>

Thu, Mar 16, 2023 at 9:17 AM

Actually no, the foreclosure was conducted subject to a BK judge ruling based on our contention that the BK is invalid. So we are all just waiting on their ruling to either validate or invalidate the sale based on your filing pro se for a corporation against BK law. If he rules in your favor, then the BK process takes over to run its course. If he rules in our favor, then title to the property passes to us.

We are happy to accept your full payoff of the loan up to that point. Otherwise, we will just see how the BK process unfolds.

No need to reach out again unless you have a payoff.

Regards,

JEFF DIMOCK

e: jeffdimock@skybeamcapital.com

p: 404.445.4424

c: 770.712.2182

w: www.skybeamcapital.com



From: ADRIAN TISDALE <mtrealestategroup18@gmail.com>
Sent: Wednesday, March 15, 2023 10:14 PM
To: Jeff Dimock <JeffDimock@skybeamcapital.com>
Subject: Re: FW: Motion to Validate Sale- 955 Commercial St NE Conyers, Ga 30012

Exhibit "G"

You violated the Law by continuing with the Foreclosure after you were advised of the Bankruptcy stay one day prior. Plus your office was emailed with the bankruptcy on March 6, 2023. I don't anticipate that the Judge will rule in your favor according to bankruptcy law. We also intend to file legal action for the violation, I will have an attorney by 4/20/2023 to represent our position. If you want to work something out, I am willing to do so

Richard B. Maner, P.C.

ATTORNEYS AT LAW

Richard B. Maner*

Dene S. Perusse

*Also admitted to Tennessee Bar

180 Interstate N Parkway, Suite 200
Atlanta, GA 30339

Telephone: 404.252.6385
Fax: 404.904.2419
www.rbmlegal.com

November 27, 2023

M & T Real Estate Group II, Inc.
Adrian M. Tisdale
955 Commercial Street NE
Conyers, GA 30012

M & T Real Estate Group II, Inc.
Adrian M. Tisdale
997 Commerce Drive SW, 1A
Conyers, GA 30094

Adrian Tisdale
25 Woodcliff Way
Covington, GA 30014

FC22-338 – 1/2/2024

Servicing Agent:	SkyBeam Capital, LLC
Secured Creditor:	SkyBeam Capital REIT LLC
Loan #:	1784
Original Borrower:	M & T Real Estate Group II, Inc., a Georgia corporation
Owner of Record:	M & T Real Estate Group II, Inc., c/o Adrian M. Tisdale, as principal and/or guarantor
Property Address:	955 Commercial Street NE Conyers, GA 30012
Our File #:	FC22-338

PLEASE BE ADVISED THAT THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Dear Sir or Madam:

As a result of the breach of the above referenced loan and the underlying Note and Security Deed, this law firm has been employed to take action against you and the property, if necessary.

This firm is acting as a debt collector for the lender named in this correspondence and any information obtained will be used for that purpose. Pursuant to the Fair Debt Collection Practices Act, you have thirty (30) days to dispute the validity of this debt, or any portion thereof, or the debt will be assumed to be valid. If you dispute the

EXHIBIT "15.3"

debt or any portion thereof in writing within 30 days, we will send you a verification of said debt, as well as the name and address of the original creditor, if different from the current creditor.


As of the date of this letter, the amount of debt is \$896,992.20. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after the lender or we receive your check, in which event you will be informed before depositing the check for collection.

Pursuant to the terms of said Security Deed, this is notice to you of the following:

1. Said Note and Security Deed were breached as a result of your failure to make the monthly installments;
2. As a result of the failure to make payments on the referenced Note (as well as other possible defaults under the Deed to Secure Debt), your Note is accelerated and the entire amount of the outstanding balance of principal and interest is declared immediately due and payable. As of the date of this letter, you owe \$791,787.82;
3. This debt is owed to SkyBeam Capital REIT LLC. On behalf of this secured creditor, payment should be tendered to SkyBeam Capital, LLC, who is authorized to receive payment on your loan, but who may not be the recorded holder of the Security Deed;
4. This letter shall also serve as notice to you of the right to reinstate your loan after acceleration as provided for in the Security Deed and the right to bring a court action to assert the non-existence of a default or any other legal defense to acceleration and sale; and
5. Under certain circumstances, the lender may allow you, in its sole discretion, to cure the default on your loan. If you desire to put your loan back on a current basis, please call SkyBeam Capital, LLC directly. If the lender can be persuaded to allow reinstatement, you will be told the amount which you must pay in order to cure the default.

Please be advised that if you have received a discharge in a Chapter 7 bankruptcy case, your personal liability on this loan may have been extinguished. In that event, the action we have been requested to take would be limited to the foreclosure of the above-referenced property.

Sincerely,
RICHARD B. MANER, P.C.



Dene S Perusse

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:	)	CHAPTER 11
)	
M & T Real Estate Group II, Inc	)	CASE NO. 23-52191-pwb
<i>dba M&T Real Estate Group II, Inc DBA We Work for U</i>)	
<i>GA Conference Center,</i>)	
<i>dba AASAC Transitional Community Housing Houseless</i>)	
<i>Housing Program.</i>)	
)	
Debtor,)	
<hr style="border-top: 1px dashed black;"/>		
SkyBeam Capital REIT, LLC)	
)	
Movant,)	
v.	)	CONTESTED MATTER
)	
M & T Real Estate Group II, Inc, Debtor)	
Todd Eugene Hennings, Trustee)	
Respondents)	
)	

**AMENDED MOTION FOR SANCTION, DAMAGES AND
DENIAL OF MOTION TO VALIDATE FORECLOSURE SALE**

COMES NOW, M & T Real Estate Group II, Inc, Debtor in the above-styled bankruptcy proceeding and respectfully moves the Court that the automatic stay be enforceable and invalidate the foreclosure sale conducted by the Movant on March 7, 2023.

1.

The Bankruptcy Court has jurisdiction over this motion pursuant to 28 U.S.C. §1334 and 11 U.S.C. §362.

2.

Movant is the holder of a Deed to Secure Debt ("Security Deed") which describes certain real property purportedly owned by M&T Real Estate Group II, Inc. a copy of the Security Deed was provided by Movant in their motion to validate foreclosure sale.

3.

The Debtor, a corporation filed a ProSe bankruptcy petition in good faith to protect the \$450,000.00 (cash) investment and in the process of obtaining legal counsel as required by the Courts. The Lender has acted in bad faith regarding this entire transaction. Unfortunately, Debtor was promised a 8% interest rate and later was changed to a 12% interest rate last minute. Debtor could not afford to back out of the transaction due to the loss of earnest money already committed to Seller. The Debtor note

was due on the 1st of each month late fee assessed after the 10th. Debtor was late with that same month and paid the Lender, by which the Lender accelerated the mortgage note to 18% interest rate demanding Debtor pay an additional \$4,000.00 each month. The note went from approximately \$7,000.00 to approximately \$11,000.00 per month in one month and continued to snow ball. Debtor begged Movant to put interest on the back end of the pay-off and Movant refused demanding full payment.

4.

Movant illegally foreclosed on Debtors property on March 7, 2023 with an opening bid of \$801,238.20 and the property was vested back to the Lender who did not pay \$801,238.20. (*See Exhibit A*) In the Movant Contested Matter, Movant claims the building is only worth \$501,500.00 in an attempt to deceive the court on its true value, concealing Debtor equity and value within the building. Debtor put down approximately \$324,000.00 in cash as a down payment and paid the Lender 5 points in fees & points approximately \$36,300.00, not including the cost for closing. Debtor paid **\$360,300.00 (Cash)** toward the purchase excluding closing cost fees. At a minimum with the upgrades to the building the Debtor has a \$360,300.00 cash investment into the property. The Debtor also spent an additional \$100,000.00 in upgrades and repairs.

5.

Movant is making every attempt to deceive the court on the true value of the building. Claiming Debtor has no equity in the building. Why would Movant put up \$726,250.00 if the building was only worth \$501,500.00. Movant had access to property tax records in 2020 (\$472,200.00) (*See Exhibit B*) and 2021 (472,300.00) (*See Exhibit C*) prior to approving a Loan in the amount of \$726,250.00 toward the purchase. No lender including Movant would approve and close on a building with a Mortgage Loan for \$726,250.00 if the building was only worth \$501,500.00 or less, on June 22, 2022 approximately 6 months after the 2021 tax bill. Debtor has included the appraisal report from April 2022 (*See Exhibit D*) with a value of \$1,050,000.00 appraised by a State of Georgia License commercial appraiser. This appraisal was completed prior to upgrades and repairs which has increased the value of the property in excess of \$1,050,000.00 at the time of purchase. At best, the Debtor should be allowed to provide an additional appraisal report of its current value. Loan to value was 69.14% investment out of 100% Loan to value. Debtor investment was 30.86% LTV investment plus fees of \$36,300.00 to Movant.

6.

Movant intentionally violated the Bankruptcy Code for an automatic stay and foreclosed on March 7, 2023. Movant Jeff Dimock, was advised via telephone conversation with Debtor POA that a Bankruptcy was filed pending case number.

In re Atkins, 176 B.R. 998, 1008 (Bankr. D. Minn. 1994) (a "willful" violation requires the creditor to act deliberately with knowledge of the bankruptcy petition; Defendants' awareness of Debtor status in bankruptcy made their failure "willful" within the meaning of 11 U.S.C. § 362(h))

Debtor is entitled to sanctions and seek damages, because on **March 6, 2023** Debtor also sent an email to Movant with a copy of the Chapter 11 filing and case number at 7:24 pm. That email went to Megan Fikse, Bryan Vencill, Mark Fikse and their accounting department via email. (*See Exhibit E*). Still Movant went to the courthouse steps and foreclosed against Debtor.

7.

On **March 15, 2023**, Movant sent Debtor's POA an email that he expects that the courts will validate his foreclosure and wanted the property immediately. Movant is still violating the Bankruptcy by demanding Debtor pay off the loan in full before the hearing on April 20, 2023 after filing Chapter 11, March 6, 2023, claiming Movant does not want the building. Because of the injunction that begins as soon as a debtor files for Chapters 7, 11 or 13 bankruptcy – called the automatic stay – creditors and collection agencies are prevented from seeking payment from the debtor. (*See Exhibit F*)

8.

On **March 16, 2023**, to add insult to injury to Debtor, Movant sent Debtor's POA an email claiming he knew of the Bankruptcy filing however choose to deliberately with full knowledge of the bankruptcy petition foreclose on March 7, 2023. (*See Exhibit G*), Claiming the bankruptcy was invalid based on pro se status. The Law is clear under Section 362(a) creates an "automatic stay" upon the filing of a bankruptcy petition that affords debtors expansive relief from virtually all post-petition collection activities by creditors, unless those activities fall within certain limited exemptions afforded by section 362(b), or unless a bankruptcy court grants relief from the automatic stay.^{2/} Section 362(h) was added to the Bankruptcy Code to provide an enforcement mechanism to protect a debtor from creditors who "willfully" violate the automatic stay. E.g., *In re Solis*, 137 B.R. 121, 129 (Bankr. S.D. N.Y. 1992). Subsection (h) provides that: An individual injured by any willful violation of a stay provided by this section shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, punitive damages.

9.

SENATE REPORT NO. 95-989

The automatic stay is one of the fundamental debtor protections provided by the bankruptcy laws. It gives the debtor a breathing spell from his creditors. It stops all collection efforts, all harassment, and all foreclosure actions. It permits the debtor to attempt a repayment or reorganization plan, or simply to be relieved of the financial pressures that drove him into bankruptcy.

AUTOMATICALLY VIOLATING THE STAY? by Anthony J. Ciccone, Attorney Executive Office for U.S. Trustees^{1/} Section 362(a) creates an "automatic stay" upon the filing of a bankruptcy petition that affords debtors expansive relief from virtually all post-petition collection activities by creditors, unless those activities fall within certain limited exemptions afforded by section 362(b), or unless a bankruptcy court grants relief from the automatic stay.^{2/} Section 362(h) was added to the Bankruptcy Code to provide an enforcement mechanism to protect a debtor from creditors who "willfully" violate the automatic stay. E.g., *In re Solis*, 137 B.R. 121, 129 (Bankr. S.D. N.Y. 1992). Subsection (h) provides that: An individual injured by any willful violation of a stay provided by this section shall recover actual

damages, including costs and attorneys' fees, and, in appropriate circumstances, punitive damages. 11 U.S.C. § 362(h) (emphasis added). While § 106(a)(1) generally waives sovereign immunity for purposes of an award of compensatory damages under section 362, sovereign immunity bars an award of punitive damages against the Government. See 11 U.S.C. § 106(a)(3). What is required to constitute a "willful" violation of the stay, for purposes of section 362(h), is subject to controversy. The most that can be said with any degree of certainty is that each violation of the stay must be considered in its entirety, with due consideration to the particular facts.^{3/} A willful ^{4/} See, e.g., *In re Goodman*, 991 F.2d 613, 618 (9th Cir. 1993); *In re Smith*, 170 B.R. 111, 117 (Bankr. N.D. Ohio 1994) (§ 362(h) sanctions are not precluded by "good faith" reliance on counsel's advice); *In re Xavier's of Belville, Inc.*, 172 B.R. 667 (Bankr. M.D. Fla. 1994) (a violation of the stay only requires the act be deliberate; no specific intent to violate the stay is necessary); *In re Brockington*, 129 B.R. 68, 70 (Bankr. D. S.C. 1991) (a willful violation does not require specific intent; rather, a finding that defendant knew of automatic stay and that defendant's actions were intentional is sufficient); see also *In re Just Brakes Sys., Inc.*, 175 B.R. 288, 291 (Bankr. E.D. Mo. 1994) ("A violation of the automatic stay is willful if a creditor acts deliberately with knowledge of the Bankruptcy petition"). - 2 - violation does not require "specific intent" to violate the automatic stay; nor will a "good faith" belief that an action was not violative of section 362 preclude a finding that the action was, in fact, a "willful" violation. Rather, the test is usually characterized in terms of whether a creditor took some collection action despite its knowledge that the debtor had filed a bankruptcy petition

10.

The Movant has acting in bad faith and with malice in an attempt of secure financial gain by stealing the equity of more than \$400,000.00 in Debtor building. Movant is adequately protected because the value of the building is in excess of \$1,050,000.00 when the Movant made the loan to the Debtor. The tax bill which does not reflect true value also shows does not show a decline from the year 2020. There is no way a building decreased in value down to \$501,500.00 from April 2022 to March 6th, 2023 (11 months) before bankruptcy filing.

11.

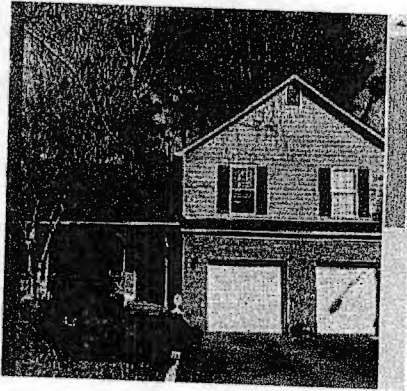
Movant Motion should be dismissed due to lack of service on Debtor. Movant who never served Debtor a copy of the Contested Matter filed March 7th, 2023, via mail as showed to a fictitious address. Debtor is not being properly served with all filings and actions being taken by Movant. This is another tactic of delay Debtor's response and take advantage of a PRO SE filing by Debtor. Copy for Debtor was mailed to fictitious address for M & T Real Estate Group II, Inc PRO SE, as reflected by Certificate of Service filed by Movant. Debtor's address is clearly registered with the Courts as

being the location of the building at 955 Commercial St NE, Conyers GA 30012 (see below address)

CERTIFICATE OF SERVICE

I, Richard B. Maner, certify that I am over the age of 18 and that on March 7, 2023, I served a copy of Movant's **MOTION TO VALIDATE FORECLOSURE SALE OR IN THE ALTERNATIVE MOTION TO DISMISS** and **NOTICE OF HEARING** electronically. Those not served electronically have been served by depositing same in the United States Mail in a properly addressed envelope to each with adequate postage prepaid on the following persons or entities at the addresses stated:

M & T Real Estate Group II, Inc, PRO SE
2222 Dresden Green NW
Kennesaw, GA 30144



Zillow

Edit Save Share

3 bd | 2 ba | 1,746 sqft

2222 Dresden Grn NW, Kennesaw, GA 30144

● Off market | Zestimate®: \$312,400 | Rent Zestimate®: \$2,013

Est. refl payment: \$1,888/mo Refinance your loan

WHEREFORE, Debtor respectfully moves this Court to issue an Order invalidating the March 7, 2023 foreclosure sale, granting sanctions and denying Movant contested matter. Also, allowing Debtor time to obtain legal counsel prior to April 20, 2023 hearing. The Debtor is also requesting that the Court sanction Movant for willful disregard of Debtors right to an automatic stay and cease and desist all collection activities and ordering Movant to serve Debtor at proper mailing address.

This 16th March 2023

Respectfully Submitted
M & T Real Estate Group II, Inc
POA for Debtors
Adrian Tisdale
955 Commercial St NE
Conyers, GA 30012

Certificate of Service

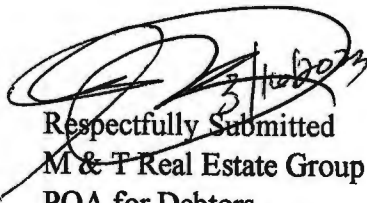
I Adrian Tisdale (POA), certify that I am over the age of 18 and that on March 16, 2023, I served a copy of Debtors AMENDED MOTION FOR SANCTION, DAMAGES AND DENIAL OF MOTION TO VALIDATE FORECLOSURE SALE. All have been served by depositing same in the United States Mail in a properly addressed envelope to each with adequate postage prepaid on the following persons or entities at the addresses stated below excluding Exhibit "D" sent via email:

Todd Eugene Hennings
Taylor English Duma LLP
Suite 200
1600 Parkwood Circle SE
Atlanta, GA 30339

U.S. Trustee
Office of the United States Trustee
362 Richard Russell Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

/s/Richard B. Maner
Richard B. Maner
Counsel for Movant
GA Bar No. 486588
RICHARD B. MANER, P.C.
180 Interstate N Parkway Suite 200
Atlanta, GA 30339
Phone: (404) 252-6385; Fax: (404) 252-6394
rmaner@rbmlegal.com

This 16th March 2023


Respectfully Submitted
M & T Real Estate Group II, Inc
POA for Debtors
Adrian Tisdale
955 Commercial St NE
Conyers, GA 30012

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	)	CHAPTER 11
)	
M & T Real Estate Group II, Inc	)	CASE NO. 23-52191-pwb
<i>dba M&T Real Estate Group II, Inc DBA We Work for U</i>)	
<i>GA Conference Center;</i>)	
<i>dba AASAC Transitional Community Housing Houseless</i>)	
<i>Housing Program.</i>)	
)	
Debtor.)	
<hr style="border-top: 1px dashed black;"/>		
SkyBeam Capital REIT, LLC)	
)	
Movant,)	
v.	)	CONTESTED MATTER
)	
M & T Real Estate Group II, Inc, Debtor)	
Todd Eugene Hennings, Trustee)	
Respondents)	
)	

MOTION FOR ORDER AUTHORIZING ADEQUATE PROTECTION PAYMENTS

COMES NOW, SkyBeam Capital REIT, (the "Movant") and makes and files it's Motion for Adequate Protection as follows:

1.

Movant is the holder of a Deed to Secure Debt ("Security Deed") which describes certain real property purportedly owned by M&T Real Estate Group II, Inc. Said real property is security for a promissory note held by Movant.

2.

On March 6, 2023 (the "Petition Date"), Debtor filed its voluntary petition for relief under the Chapter 11 of the Title 11 of the United States Code ("Bankruptcy Code").

3.

Movant is not being provided with adequate protection.

4.

Movant request adequate protection payments beginning with the April 1st payment of \$11,983.29 which represents \$10,893.90 protection payment plus 10% late fee of \$1089.93. Beginning May 1st and thereafter payments in the amount of \$10,893.90 shall be made to Movant.

5.

Movant respectfully moves this court to authorize the Debtor to make payments as set forth herein.

This April 27, 2023

Respectfully Submitted

/s/ Richard B. Maner

Richard B. Maner, GA Bar No. 486588

Attorney for Movant

RICHARD B. MANER, P.C.

180 Interstate N Parkway Suite 200

Atlanta, GA 30339

Phone: (404) 252-6385; Fax: (404) 252-6394

Email: rmaner@rbmlegal.com

CERTIFICATE OF SERVICE

This is to certify that I have served a copy of Movant's **MOTION FOR ADEQUATE PROTECTION** electronically. Those not served electronically have been served by depositing same in the United States Mail in a properly addressed envelope to each with adequate postage thereon as follows:

M & T Real Estate Group II, Inc
955 Commercial St NE
Conyers, GA 30012

Kenneth Mitchell
Giddens, Mitchell & Associates, P.C.
Suite 555
3951 Snapfinger Parkway
Decatur, GA 30035

Todd Eugene Hennings
Chapter 11 Subchapter V Trustee
Macey, Wilensky & Hennings, LLP
5500 Interstate North Parkway, Suite 435
Sandy Springs, GA 30328

U.S. Trustee
United States Trustee
362 Richard Russell Federal Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

This April 27, 2023

/s/ Richard B. Maner
Richard B. Maner, GA Bar No. 486588
Attorney for Movant
RICHARD B. MANER, P.C.
180 Interstate N Parkway Suite 200
Atlanta, GA 30339
Phone: (404) 252-6385; Fax: (404) 252-6394
Email: rmaner@rbmlegal.com



IT IS ORDERED as set forth below:

Date: July 6, 2023

Paul W. Bonapfel
U.S. Bankruptcy Court Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:

M & T REAL ESTATE GROUP II, INC.,
dba We Work for U Ga Conference
Center; dba AASAC Transitional
Community Housing Houseless Housing
Program,

Debtor.

CASE NO. 23-52191-PWB

CHAPTER 11

SKYBEAM CAPITAL REIT, LLC,

Movant,

V.

M & T REAL ESTATE GROUP II,

Debtor/Respondents.

CONTESTED MATTER

ORDER & NOTICE OF TRIAL

NOTICE IS HEREBY GIVEN that a Trial on SkyBeam Capital REIT, LLC's Motion for Relief from Stay against the Debtor/Respondents (Doc. #65), shall be held In-Person on August 30,

EXHIBIT "18"

2023 at 11:15 A.M. in Courtroom 1401, UNITED STATES COURTHOUSE, RICHARD B. RUSSELL FEDERAL BUILDING, 75 TED TURNER DRIVE, SW, ATLANTA, GEORGIA, 30303.

Said trial will not be rescheduled except by express permission of the Court. If the parties determine that, by reason of settlement or other good cause, the case should not be tried, which determination shall be subject to Court approval, counsel are directed to notify the Court immediately in order that the time set aside for the instant matter may be assigned to other litigants, since all cases in this Court are specially set to commence on a date certain.

Counsel are hereby directed to submit a witness list, mark all exhibits, and provide my Courtroom Deputy Clerk with a list of said exhibits and two (2) copies of all exhibits at least three (3) business days before the evidentiary hearing.

The Clerk is directed to serve copies of this Order and Notice on the Debtor, counsel for the Debtor, Movant's Attorney, and the United States Trustee.

END OF ORDER

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	)	CHAPTER 11
)	
M & T Real Estate Group II, Inc	)	CASE NO. 23-52191-pwb
<i>dba M&T Real Estate Group II, Inc DBA We Work for U</i>)	
<i>GA Conference Center;</i>)	
<i>dba AASAC Transitional Community Housing Houseless</i>)	
<i>Housing Program.</i>)	
)	
Debtor.)	
<hr style="border-top: 1px dashed black;"/>		
SkyBeam Capital REIT, LLC)	
)	
Movant,)	
v.	)	CONTESTED MATTER
)	
M & T Real Estate Group II, Inc, Debtor)	
Respondent)	
)	

EXHIBITS and WITNESS LIST

COMES NOW, SkyBeam Capital REIT, LLC and hereby files its Exhibits and Witness List in the above-captioned matter.

EXHIBITS

- | | |
|--|-------------|
| 1) Promissory Note M&T | EXHIBIT "A" |
| 2) Security Deed M&T | EXHIBIT "B" |
| 3) Skybeam Capital Pay History | EXHIBIT "C" |
| 4) Appraisal for 955 Commercial Street | EXHIBIT "D" |

WITNESS LIST

- | | |
|-----------------|-----------------|
| 1) Jeff Dimmock | SkyBeam Capital |
| 2) Art Fathi | Appraiser |

Dated: October 2, 2023

/s/Richard B. Maner
Richard B. Maner
Counsel for Movant
GA Bar No. 486588
RICHARD B. MANER, P.C.
180 Interstate N Parkway Suite 200
Atlanta, GA 30339
Phone: (404) 252-6385; Fax: (404) 252-6394
rmaner@rbmlegal.com

EXHIBIT "19"

CERTIFICATE OF SERVICE

This is to certify that I have served a copy of the **EXHIBITS and WITNESS LIST** electronically. Those not served electronically have been served by depositing same in the United States Mail in a properly addressed envelope to each with adequate postage thereon as follows:

M & T Real Estate Group II, Inc
955 Commercial St NE
Conyers, GA 30012

Kenneth Mitchell
Giddens, Mitchell & Associates, P.C.
Suite 555
3951 Snapfinger Parkway
Decatur, GA 30035

Lindsay P. S. Kolba
Office of the U.S. Trustee
Suite 362
75 Ted Turner Drive, S.W.
Atlanta, GA 30303

United States Trustee
362 Richard Russell Federal Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

Dated: October 2, 2023

/s/Richard B. Maner
Richard B. Maner
Counsel for Movant
GA Bar No. 486588
RICHARD B. MANER, P.C.
180 Interstate N Parkway Suite 200
Atlanta, GA 30339
Phone: (404) 252-6385; Fax: (404) 252-6394
rmaner@rbmlegal.com



ADRIAN TISDALE <mtrealestategroup18@gmail.com>

SkyBeam -v- M&T Real Estate Group LLC

2 messages

GMAPC LAW <gmapclaw1@gmail.com>
To: Richard Maner <rmaner@rbmlegal.com>
Bcc: mtrealestategroup18@gmail.com

Thu, Aug 31, 2023 at 9:12 AM

Good morning Richard:

For settlement purposes only.

My client proposes to pay your client \$30,000.00 on September 5, 2023 and \$20,000.00 on October 5, 2023. In return your client will modify its note and security deed to allow principal and interest payments on the balance to be paid over 36 months and for the unpaid balance to be due and payable on the 37th month. A proposed amortization statement is attached.

We have an investor who is willing to become obligated on the note and security deed if necessary.

Time is of the essence.

I await your reply.

Ken.



GIDDENS, MITCHELL & ASSOCIATES, P.C.

Giddens, Mitchell & Associates, P.C.
3951 Snapfinger Pkwy #555
Decatur, Georgia 30035
770-987-7007
www.gmpclaw.com

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SkyBeam-955 Commercial PRPOPOSED LOAN MODIFICATION2.pdf
448K

EXHIBIT "20"

GMAPC LAW <gmapclaw1@gmail.com>
To: ADRIAN TISDALE <mtrealestategroup18@gmail.com>

Thu, Aug 31, 2023 at 11:01 AM

----- Forwarded message -----

From: Richard Maner <rmaner@rbmlegal.com>
Date: Thu, Aug 31, 2023 at 10:57 AM
Subject: Fwd: SkyBeam -v- M&T Real Estate Group LLC
To: GMAPC LAW <gmapclaw1@gmail.com>

Ken my client has rejected your offer
Get Outlook for iOS

From: Mark Fikse <markfikse@skybeamcapital.com>
Sent: Thursday, August 31, 2023 10:34 AM
To: Richard Maner
Subject: RE: SkyBeam -v- M&T Real Estate Group LLC

Richard,

You sent this to me not Ken.

MARK FIKSE

e: markfikse@skybeamcapital.com

From: Richard Maner <rmaner@rbmlegal.com>
Sent: Thursday, August 31, 2023 10:32 AM
To: Mark Fikse <markfikse@skybeamcapital.com>
Subject: Re: SkyBeam -v- M&T Real Estate Group LLC

Ken my client has rejected your offer

Get Outlook for iOS

From: Richard Maner <rmaner@rbmlegal.com>
Sent: Thursday, August 31, 2023 9:36:35 AM
To: Mark Fikse <markfikse@skybeamcapital.com>
Subject: Fwd: SkyBeam -v- M&T Real Estate Group LLC

Get Outlook for iOS

[Quoted text hidden]

[Inquire Now](#)

Hear From Our Customers

1,000+ Georgia investors have trusted us to fund their latest projects

I would give them 5 stars!
They are easy to work with, close quickly, release draws quickly, and are always willing to work with you! This team is top-notch, with great customer service skills, and willing to help guide you on the way!



I have been working with Skybeam for the past 3 years and they always fund on time and have good terms for our fix and flip projects. Their underwriting and turn time is faster than any other lender we have ever used. I would definitely recommend!



EXHIBIT "21"





Adrian Tisdale <atisdale@oldetownstation.com>

Skybeam Capital REIT LLC

2 messages

Adrian Tisdale <atisdale@oldetownstation.com>
To: chebito.swain@cobbcounty.org

Tue, Nov 28, 2023 at 10:10 AM

As per our conversation, do Skybeam Capital REIT LLC or Skybeam Capital LLC have a license to transact business in Cobb County or the State of Georgia located at 3225 Cumberland Boulevard SE, Suite 100, Atlanta, GA 30339?

Thank you
Adrian Tisdale
(678) 206-3415

Swain, Chebito <Chebito.Swain@cobbcounty.org>
To: Adrian Tisdale <atisdale@oldetownstation.com>

Tue, Nov 28, 2023 at 10:13 AM

Hello,

Currently this business does not have an active Business License in Unincorporated Cobb County.

Thank you,

Chebito "Chip" Swain

Business License Compliance Officer

(770)528-8410

If you are using UPS or Fedex, please send mail to our physical location:

Cobb County Business License
1150 Powder Springs St., Suite 400
Marietta, Ga 30064

If you are using The United States Postal Service, please send mail to:

Cobb County Business License
Po Box 649

EXHIBIT "22"



ADRIAN TISDALE <mtrealestategroup18@gmail.com>

RE: Website Contact Us Form

3 messages

Kristena Pescho <kpescho@accurategroup.com>
To: "mtrealestategroup18@gmail.com" <mtrealestategroup18@gmail.com>

Thu, Oct 5, 2023 at 9:11 AM

Good morning can you please provide the full property address for this order. Thank you

Kristena Pescho
Valuation Escalation Specialist
Accurate Group, LLC
Main: 877-587-6361
Direct: 216-672-3632
Fax: 216-236-7209
kpescho@accurategroup.com
www.acccurategroup.com

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If you received this email as a commercial message and would like to opt out of future commercial messages, please let us know and we will remove you from our distribution list.

Thank you

From: Adrian Tisdale <sales@accurategroup.com>
Sent: Wednesday, October 4, 2023 6:18 PM
To: Sales <sales@accurategroup.com>
Subject: Website Contact Us Form

EXHIBIT "23"

CAUTION EXTERNAL EMAIL - DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

From: - Adrian Tisdale

Subject: Contact Us

Message Body:

Name

Adrian Tisdale

Company

M & T Real Estate Group II Inc

Title

CEO

Email

mtrealestategroup18@gmail.com

Phone

6782063415

Inquiry

Urgent, regarding an appraisal report just recently completed

--

This mail was sent via a download form on <http://www accurategroup.com>.

Sent from Accurate Group

Lisa Gerding <lgerding@accurategroup.com>
To: "mtrealestategroup18@gmail.com" <mtrealestategroup18@gmail.com>

Thu, Oct 5, 2023 at 9:20 AM

Good morning

Your message has been received. If you have any concerns or items to bring to the appraiser, please communicate through the lender, Skybeam Capital.

Thank you,

Lisa Gerding 

SVP, Valuation Client Services

Accurate Group, LLC

6000 Freedom Square, Suite 300
Independence, OH 44131

Main: 877-587-6361

Direct: 216-672-3611

www accurategroup.com

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[Quoted text hidden]

ADRIAN TISDALE <mtrealestategroup18@gmail.com>
To: Lisa Gerding <lgerding@accurategroup.com>
Cc: "Art Fathi, MAI" <art@commercial-property-appraisers.com>
Bcc: Adrian Tisdale <adriantisdale7195@gmail.com>

Thank you for your response, we are in the process of obtaining legal counsel to file legal action for coercion by the Lender and Negligence of the Appraiser in completing a false appraisal report. The Appraiser is supposed to be independent of the Lender influence, so now he can explain to a Judge in Federal Court why he downgrade and intentionally reduce value to my property. This was straight out Discrimination against a "Black" own business and appraiser's negligence.

We are in the process of filing Discrimination and negligence complaint charges with the Georgia Real Estate Appraisal Board and the Georgia Department of Finance.

[Quoted text hidden]

Adrian Tisdale CEO/POA

955 Commercial Street NE, Conyers, GA 30012

(678) 206-3415 direct - (470) 474-1071 ext. 1000

(470) 474-1078 - eFax

<https://mtrealestategroup2.com/>



“We have moved! Please note our new Address: 955 Commercial St NE. Conyers, GA 30012”

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