

ASSIGNMENT OF CONTRACTS, PLANS, AND PERMITS

THIS ASSIGNMENT OF CONTRACTS, PLANS AND PERMITS (this "Assignment") is made this ____ day of September, 2024, by **500 EAST MAIN, LLC**, a North Carolina limited liability company (the "Borrower"), to **COUNTY OF DURHAM**, a public body corporate and politic organized under the laws of North Carolina (hereinafter referred to as "Lender").

WITNESSETH:

A. The Lender has agreed to loan \$10,618,417.00 (the "Loan") to Borrower to be used for the payment of a portion of the cost of construction of the Improvements as more particularly described in herein and Lender has approved the allocation of the Loan to Borrower as a part of a community development project.

B. The proceeds from the Loan will be used by the Borrower for the leasing, construction and equipping by the Borrower of a 195-unit apartment complex (the "Improvements") in accordance with the Plans (as defined in the Loan Agreement) on real property described in Exhibit A to the Loan Agreement, and being the property currently at 500 East Main Street, Durham, Durham County, North Carolina (the "Property"), to be known as 500 East Main Street Apartments.

C. The proceeds of the Loan will be advanced pursuant to the terms and conditions of a Loan Agreement of even date herewith between Borrower and Lender (as the same might hereafter be extended, modified, restated, or supplemented, the "Loan Agreement"). The obligations of the Borrower to repay the Loan are evidenced by a Promissory Note (as amended, modified or supplemented, the "Note") in the original principal amount of \$10,618,417.00, made by the Borrower to the order of the Lender. The obligations of the Borrower under the Loan Agreement and the Note shall be secured by a Leasehold Deed Of Trust, Security Agreement and Financing Statement dated of even date herewith from the Borrower, as grantor, in favor of the trustee named therein for the benefit of Lender (as amended, modified and supplemented from time to time, the "Security Instrument"), and other security instruments.

E. Borrower will, from time to time, enter into or obtain various contracts, plans, and permits and approvals relating to the construction of the Property. To induce Lender to make the Loan, Borrower has agreed, on the terms and conditions set forth herein, to assign to Lender, as additional security for the Obligations, all Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, and for the express purpose of inducing Lender to make the Loan, Borrower hereby agrees with Lender, and represents and warrants to Lender, as follows:

1. Definitions. All capitalized terms used, but not defined, in this Assignment will have the meanings given them in the Loan Agreement.

2. Grant of Security Interest. Borrower assigns and transfers to Lender and grants to Lender a security interest in all of Borrower's rights, privileges, claims, remedies, payments, and interests in and to the following, whether now existing or hereafter acquired or obtained, all to the full extent assignable (collectively referred to as the "Collateral"):

a. All agreements or contracts relating to or pertaining to the design, construction, development, management, operation, and sale of all or any portion of the Property or any improvements made thereto or located thereon, including the Master Development Agreement and the HAP Contract (hereinafter collectively referred to as the "Contracts");

b. All site plans, drawings, plans, specifications, and studies prepared by all architects, all reports, surveys, and studies made by all engineers, and all other plans, soil tests, reports, specifications, engineering plans and reports, and any other architectural or engineering data used or useful in connection with the construction of the Property (hereinafter collectively referred to as the "Plans");

c. All permits, approvals, licenses, or authorizations issued by any governmental agency or any other person in connection with the construction, operation, or maintenance of the Property, the Contracts, or Plans, including, without limitation, all of Borrower's rights and interests under all zoning variances, use permits, plat approvals, building permits, development permits, sewer-tap permits, and other utility permits or governmental approvals issued in connection with the Property (hereinafter collectively referred to as the "Permits"); and

d. Any changes, additions, extensions, revisions, modifications, replacements, substitutions, or guarantees of performance of, and all proceeds or products of any of the foregoing.

3. Obligations Secured. This Assignment is given for the purpose of securing the performance and payment by Borrower of all obligations under the Note, the Loan Agreement and the other Loan Documents (the "Obligations"), and accordingly, upon the payment and performance in full of all Obligations, this Assignment shall automatically become null and void.

4. Nature of Assignment. For the purposes and subject to the terms set forth herein, this Assignment is an absolute, unconditional, and presently effective assignment from Borrower to Lender of all of the Collateral. Notwithstanding the foregoing, prior to the occurrence of any Event of Default by Borrower under the Loan Agreement or any other Loan Document, Borrower shall, subject to the terms and conditions of this Assignment, have the right to use, employ and enjoy the benefits of and enforce its rights under the Contracts and have the right to use any of the Collateral. The acceptance of this Assignment will not constitute a satisfaction of any of the Obligations, and nothing in this Assignment shall be deemed to obligate Lender to enforce compliance with the terms or conditions of the Collateral, and Lender may institute such legal action and otherwise exercise any of its rights and powers under the Loan Documents in such manner as it may deem advisable at any time it shall see fit to do so, and for any cause for which the same might have been instituted or done had this Assignment not been made.

5. Covenants. Borrower agrees, so long as any of the Obligations remain outstanding, that (i) except as permitted under the Loan Agreement, Borrower shall not modify or amend, assign, transfer, encumber, cancel, or terminate any of the Collateral without Lender's prior written consent; (ii) Borrower shall not waive or give any consent with respect to any material default or material variation in the performance under the Collateral, shall at all times take proper steps to enforce all of the provisions and conditions thereof, and shall forthwith notify Lender of any default or event of default thereunder; (iii) Borrower shall perform and observe, or cause to be

performed or observed, all of the terms, covenants and conditions on its part to be performed and observed with respect to the Collateral; (iv) Borrower shall appear in and defend any action growing out of, or in any manner connected with, the Collateral or the obligations or liabilities of Borrower or Guarantor thereunder; and (v) Borrower will execute and deliver to Lender any and all additional documents or instruments or take all further action, including financing statements, as Lender may at any time reasonably request in order to perfect or protect the security interest granted to the Lender under this Assignment or to enable the Lender to exercise or enforce its rights and remedies hereunder with respect to any of the Collateral.

6. Events of Default and Remedies. The following shall constitute an “**Event of Default**” hereunder: (a) the occurrence of any Event of Default pursuant to, and as defined in, the Loan Agreement or in any other Loan Document, or (b) the violation of any term, condition, or agreement of this Assignment. After the occurrence of an Event of Default, Lender shall have all the rights under applicable law and as a secured party under the Uniform Commercial Code to enforce this Assignment and in addition shall have the right to (i) enforce all remedies, rights, powers and privileges of Borrower under any of the Collateral and (ii) substitute Lender or any agent or nominee of Lender in lieu of Borrower as party to any of the Collateral. Lender shall give notice to Borrower of Lender's election to exercise its rights under this Assignment. Borrower does hereby constitute and appoint Lender, while this Assignment remains in force and effect, irrevocably, and with full power of substitution and revocation, its true and lawful attorney-in-fact, coupled with an interest, for and in its name, place and stead, to demand and enforce compliance with all the terms and conditions of the Collateral and all benefits accrued thereunder, whether at law, in equity or otherwise.

7. Representations and Warranties. Borrower represents and warrants to Lender that, as of the date hereof, Borrower has full power and authority to execute and deliver this Assignment, and Borrower has not executed any other assignment of the Collateral, except as provided in other Loan Documents and the documents evidencing the senior loans securing the Collateral.

8. No Assumption of Obligations. Until the exercise by Lender of its rights hereunder as a consequence of an Event of Default, as aforesaid, and notwithstanding any legal presumption to the contrary, Lender shall not be obligated by reason of acceptance of this Assignment to perform any obligation of Borrower under the Collateral, and Borrower hereby agrees to indemnify Lender and save it harmless from and against any loss, liability or damage in connection with any claim arising out of the Collateral or this Assignment, except for claims, acts and omissions arising under or in respect of any of the Collateral after Lender assumes control of the Property and notifies the other parties to any Contract that they should deal with Lender. However, Lender may, after the occurrence of an Event of Default and while it is continuing, at its option, and without releasing Borrower from any obligation hereunder, discharge any obligation which Borrower fails to discharge under said Collateral, including, without limitation, defending any legal action, and Borrower agrees to pay immediately upon demand all sums expended by Lender in connection therewith, including reasonable attorneys' fees actually incurred, together with interest thereon at the default rate provided for in the Note, and the same shall be added to the indebtedness evidenced by the Note and secured by the Security Instrument.

9. No Waiver. The waiver by Lender of any breach of any term, covenant or condition contained in this Assignment or any of the Loan Documents or any default in the performance of any obligations under this Assignment, shall not be deemed to be a waiver of any other breach or

default of the same or any other term, covenant, condition or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

10. Notices. All notices or other written communications hereunder shall be delivered in accordance with the Loan Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, Borrower has executed this Agreement under seal, as of the day and year first above written.

BORROWER:

500 EAST MAIN, LLC, a North Carolina limited liability company

By: LSR 500 East Main, LLC
a North Carolina limited liability company
Its Managing Member

By: LSR Manager, LLC
a North Carolina limited liability company
Its Managing Member

By: _____ (Seal)

Name: Lee M. Cochran

Title: Vice President

Exhibit "A"

Legal Description

[to be inserted]