

Mail after recording to:

Prepared by and After Recording Return to:

Parker Poe Adams & Bernstein, LLP

620 S. Tryon Street, Suite 800

Charlotte, NC 28202

Attn: Anthony Fox

STATE OF NORTH CAROLINA

**LEASEHOLD DEED OF TRUST, SECURITY
AGREEMENT AND FINANCING STATEMENT**

COUNTY OF DURHAM

THIS LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT and FINANCING STATEMENT (“Deed of Trust”), is made and entered into this ____ day of September, 2024, by 500 EAST MAIN, LLC, a North Carolina limited liability company (“Grantor”) with a mailing address of 2132 Thrift Road, Suite A, Charlotte, North Carolina 28208, to REBECCA B. JOYNER, an individual resident of North Carolina (“Trustee”), with a mailing address of 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601 for the benefit of COUNTY OF DURHAM, a North Carolina public body corporate and politic (“Beneficiary”), with a mailing address of c/o Office of the County Manager, 200 East Main Street, 2nd Floor, Old Courthouse, Durham, NC 27701.

WITNESSETH:

For purposes of securing payment and performance of the Secured Obligations defined and described herein, Grantor has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell and convey unto Trustee, its successors and assigns, in trust, the following described property, with right of entry and possession and with power of sale, all estate, right, title and interest which Grantor now has or may later acquire in and to the following property:

- (a) All of Grantor’s leasehold interest or rights in and to the real property described on Exhibit A attached hereto and incorporated herein by reference, under and in accordance with the ground lease between the County of Durham, as ground lessor, and Grantor, as ground lessee (as the same be

amended and modified, the “Ground Lease”) together with all existing and future easements and rights affording access to it, and any other rights and benefits appurtenant to said parcel of land (the “Land”);

(b) The Ground Lease and the leasehold estate created thereby and all assignments, modifications, extensions and renewals of the Ground Lease and all credits, deposits, options, privileges and rights of Grantor as tenant under the Ground Lease;

(c) All buildings and improvements of every kind and description now or hereafter erected or placed on the aforesaid Land (the “Improvements”) and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all fixtures and articles of personal property now or hereafter owned by the Grantor and attached to or contained in and used in connection with the aforesaid Land and Improvements including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, and other furnishings and all plumbing, heating, lighting, ventilating, air conditioning equipment, and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the “Tangible Personalty”) and all proceeds of the Tangible Personalty;

(c) All books, records, contract rights, development and use rights, building permits, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and all other agreements heretofore or hereafter entered into relating to the ownership, construction, operation, management, leasing or use of the Land or Improvements (the “Intangible Personalty”); and

(d) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

The Land, Improvements, Tangible Personalty and Intangible Personalty are hereinafter collectively referred to as the “Property.” All the Tangible Personalty which comprises a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid Land and conveyed therewith. As to the balance of the Tangible Personalty and Intangible Personalty, this Deed of Trust shall be considered to be a security agreement, which creates a security interest in such items for the benefit of the Beneficiary. In that regard, the Grantor grants to the Beneficiary all of the rights and remedies of a secured party under the North Carolina Uniform Commercial Code. **Additionally, this Deed of Trust constitutes a construction mortgage under North Carolina General Statutes Section 25-9-334.**

TO HAVE AND TO HOLD said Property with all privileges and appurtenances thereunto belonging, to the said Trustee, his successors and assigns forever, upon the trusts, terms, and conditions, and for the uses hereinafter set forth.

This Deed of Trust is made for the purpose of securing the following obligations (the “Secured Obligations”): (i) payment of all indebtedness and obligations at any time owing under that certain Promissory Note in the original principal amount of Ten Million Six Hundred Eighteen Thousand Four

Hundred Seventeen and no/100 Dollars (\$10,618,417.00) of even date herewith from Grantor to Beneficiary, with a maturity date no later than forty (40) years from the date hereof, and any and all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor, in whole or in part (the "Note"), (ii) payment and performance of all obligations of Grantor under that certain Loan Agreement of even date herewith between Grantor and Beneficiary (the "Loan Agreement"), (iii) payment and performance of all obligations of Grantor under this Deed of Trust and any other Loan Documents (as defined in the Loan Agreement) which are executed by Grantor, and (iv) payment and performance of all future advances and other obligations that Grantor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as a principal, surety or guarantor) for the benefit of Beneficiary.

The maximum principal amount of the Secured Obligations, including present and future advances and obligations, that may be secured by this Deed of Trust at any one time is an amount up to Ten Million Six Hundred Eighteen Thousand Four Hundred Seventeen and no/100 Dollars (\$10,618,417.00). The current principal amount of the Secured Obligations outstanding which are secured by this Deed of Trust as of the date hereof is \$0.00. The period within which any and all future advances and obligations may be incurred is set forth in the Loan Documents, but in no event shall such period exceed thirty (30) years from the effective date of this Deed of Trust. Any additional amounts advanced by Beneficiary pursuant to the provisions of this Deed of Trust shall be deemed necessary expenditures for the protection of the security. Each future advance need not be evidenced by a written instrument or notation signed by Grantor or any other person evidencing or stipulating that such advance is secured by this Deed of Trust. **All future obligations shall be considered to be made pursuant to the requirements of North Carolina General Statutes Sections 45-67, et. seq., or any amendments thereto.**

If the Grantor shall pay the Note secured hereby in accordance with its terms, and any renewals or extensions thereof, in whole or in part, and shall comply with all of the covenants, terms, and conditions of this Deed of Trust, the Note, the Loan Agreement and any other Loan Documents, which terms and conditions are incorporated herein by reference, then this conveyance shall be null and void and shall be canceled of record.

As an inducement to Beneficiary to make the loan evidenced by the Note and the Loan Agreement, Grantor has contemporaneously herewith executed and delivered to Beneficiary an Assignment of Leases and Rents with respect to the Property. The terms thereof are incorporated herein by reference, with the parties acknowledging that the assignment contained therein is a present and absolute assignment and not a collateral assignment of Grantor's interest in the Leases and Rents described therein.

The parties acknowledge that some of the Property and some or all of the Rents (as defined in the Assignment of Leases and Rents) may be determined under applicable law to be personal property or fixtures. To the extent that any portion of the Property or the Rents may be personal property, Grantor as debtor hereby grants Beneficiary as secured party a security interest in all such portion of the Property and in the Rents, including without limitation, any and all property of similar type or kind hereafter located on or at the Property, to secure payment and performance of the Secured Obligations. This provision is not in derogation of the absolute assignment of the Leases and Rents contained in such Assignment of Leases and Rents and incorporated herein by reference above. This Deed of Trust constitutes a security agreement under the Uniform Commercial Code as in effect in the State of North Carolina (the "Code"), covering all such personal property, fixtures, and Rents. Grantor shall execute one or more financing

statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property or Rents. Grantor expressly authorizes Beneficiary to file all necessary financing statements and renewals and amendments thereof pursuant to the Code in form satisfactory to Beneficiary and will pay the cost of filing the same in all public offices wherever filing is deemed by the Beneficiary to be necessary or desirable. This Deed of Trust constitutes a financing statement filed as a fixture filing under Sections 9-501 and 9-502 of the Code, as amended or re-codified from time to time, covering any of the Property which now is or later may become fixtures attached to the Land or the Improvements. The mailing addresses of Grantor, as debtor under the Code, and Beneficiary, as secured party under the Code, are as set forth in the opening paragraph of this Deed of Trust.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all Improvements on the Property, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies, and for such amounts not less than that amount necessary to pay the sum(s) secured by this Deed of Trust and any superior liens and as may be satisfactory to the Beneficiary and as required pursuant to the terms of the Loan Agreement. Grantor shall purchase such insurance, pay all premiums therefore, and shall deliver to Beneficiary such policies or copies of such policies, along with evidence of premium payment, as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay the premiums therefore, or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at its option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the Note secured by this Deed of Trust and shall be due and payable by Grantor to Beneficiary, upon demand.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments, and charges as may be lawfully levied against the Property prior to delinquency. In the event that Grantor fails to so pay all taxes, assessments, and charges as herein required, then Beneficiary, at its option, may pay the same and the amounts so paid shall be added to the Note secured by this Deed of Trust, and shall be due and payable by Grantor to Beneficiary, upon demand. Provided, however, that so long as no distraint, foreclosure sale or other levy upon or transfer with respect to the Property or any part thereof shall have been effected or threatened, Grantor shall not be required to pay any such taxes, assessments and charges by reason of this section if the amount, applicability or validity thereof is currently being contested by Grantor in good faith by appropriate legal proceedings and Grantor shall have set aside on its books reserves reasonably deemed by Beneficiary to be adequate with respect thereto.

3. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the Property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of Property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

4. **WASTE/REMOVAL OF IMPROVEMENTS.** The Grantor covenants that it will keep the Property herein conveyed in good order, repair and condition, reasonable wear and tear excepted, and that Grantor will not commit or permit any waste. Grantor shall not demolish or remove any Improvements from

the Land without Beneficiary's prior written consent. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth in this Deed of Trust, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

5. **WARRANTIES.** Grantor represents and warrants that (i) it is seized of good and marketable leasehold interest in the Land, (ii) it is the owner of the Improvements (and any fixtures) and has rights to any appurtenant easements, (iii) it has the right to grant, assign, transfer or convey (as the case may be) all of the Land and Improvements, (iv) title to such Land and Improvements is free and clear of all encumbrances, easements or encroachments, except for the Permitted Liens (as defined in the Loan Agreement), and (v) it will warrant and defend the title to such Land and Improvements, except for the Permitted Liens (as defined in the Loan Agreement), against the lawful claims of all persons whomsoever. As to the balance of the Property, the Grantor represents and warrants that it has title to such Property, that it has the right to convey such Property and that it will warrant and defend such Property against the claims of all persons or parties.

6. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee or any successor Trustee shall die, become incapable of acting, renounce his trust, or for other reason become unacceptable to the holder of the Note, then the holder of the Note may appoint, in writing, a Substitute Trustee to take the place of the Trustee; and upon the probate and registration of the same, the Substitute Trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee.

7. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action, and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note and secured by this Deed of Trust.

Any provisions of the Note or any instrument securing the Note and the Loan Agreement providing for the payment of "attorneys' fees" or "reasonable attorneys' fees" or other words or provisions of similar import, shall mean attorneys' and paralegals' fees incurred based upon the usual and customary hourly rate of the attorneys and paralegals involved for time actually spent by such attorneys and paralegals and without giving effect to any statutory presumption that may then be in effect.

8. **PRIOR LIENS.** Default, after the expiration of any applicable notice and cure period, under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

9. **GREATER ESTATE.** In the event that Grantor is the owner of a leasehold estate with respect to any portion of the Property and, prior to the satisfaction of the indebtedness and the cancellation of this Deed of Trust of record, Grantor obtains a fee estate in such portion of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of Grantor, be and become subject to the security lien of this Deed of Trust.

10. **RIGHT TO ENTER.** Beneficiary and its agents and representatives may enter upon the Property at all reasonable times to attend to Beneficiary's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of the Loan Documents.

11. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS. Grantor shall promptly comply in all material respects with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Beneficiary in writing prior to doing so and so long as, in Beneficiary's sole opinion, Beneficiary's interests in the Property are not jeopardized. Beneficiary may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Beneficiary, to protect Beneficiary's interest.

12. BENEFICIARY'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Beneficiary's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Loan Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Loan Documents, Beneficiary on Grantor's behalf may (but shall not be obligated to) take any action that Beneficiary deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Beneficiary for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Beneficiary to the date of repayment by Grantor. All such expenses will become a part of the Secured Obligations and, at Beneficiary's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Beneficiary may be entitled upon Default.

13. ACCELERATION; REMEDIES. Subject to Investor Member's (as defined in the Loan Agreement) right to notice and cure as set forth in Article VII of the Loan Agreement, upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note, or in the Loan Agreement hereinbefore referred to, including the covenants to pay when due any sums secured by this Deed of Trust, and if the breach is not cured on or before the expiration of any applicable cure periods, or if all or any part of the Property or any legal or equitable interest therein is voluntarily or involuntarily sold, conveyed in trust, encumbered or otherwise transferred by any means, instrument or device whatsoever (including, but not limited to, any deed, lease, mortgage, deed of trust, assignment, option or contract) Beneficiary shall be entitled to invoke any and all of the rights and remedies described below, in the Loan Agreement and all other rights and remedies available to Beneficiary at law or in equity. All of such rights and remedies shall be cumulative and the exercise of any one or more of them shall not constitute an election of remedies:

- (a) Beneficiary, at its option, may declare any or all of the Secured Obligations to be immediately due and payable without further demand.
- (b) Beneficiary shall, as a matter of right, without notice and without giving bond to Grantor or anyone claiming by, under or through Grantor, and without regard for the solvency or insolvency of Grantor or the then value of the Property, to the extent permitted by

applicable law, be entitled to have a receiver appointed for all or any part of the Property and the Rents, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Grantor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Property, and such rights and powers as Beneficiary would have, upon entering and taking possession of the Property under Section (c) below.

- (c) Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records; entering into, enforcing, modifying or canceling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Grantor; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Grantor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Grantor hereby irrevocably constitutes and appoints Beneficiary as Grantor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Grantor's name on any instruments.
- (d) Beneficiary may cure any breach or default of Grantor, and if it chooses to do so in connection with any such cure, Beneficiary may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary to be conclusive as between the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Loan Agreement; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary. Beneficiary may take any of the actions permitted under this Section (d) either with or without giving notice to any person. Any amounts expended by Beneficiary under this Section (d) shall be secured by this Deed of Trust.
- (e) Beneficiary may exercise any or all of the remedies granted to a secured party under the Code.
- (f) The Trustee is hereby granted a power of sale and may sell the Property, or such part or parts thereof or interests therein as Beneficiary may select after first having given such notice of

hearing as to commencement of foreclosure proceedings and obtained such findings or leave of courts as then may be required by law and then having given such notice and advertised the time and place of such sale in such manner as then may be provided by law, and upon such sale and any resale and upon compliance with the law then relating to foreclosure proceedings, to convey title to the purchaser.

If Beneficiary invokes the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Grantor and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after the publication of the notice of sale, Trustee, without demand on Grantor, shall sell the within-described property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser a Trustee's Deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

If a foreclosure proceeding is commenced by Trustee but terminated prior to its completion, the Trustee's fees will be reasonable but not more than one percent (1%) of the Secured Obligations if the termination occurs prior to the first public auction sale and not more than two percent (2%) of the Secured Obligations if the termination occurs after the first public auction sale. The Trustee shall also be reimbursed for only those costs actually incurred.

14. **NONRECOURSE.** The loan evidenced by the Note is a non-recourse loan. The Beneficiary agrees that in the event of a default in payment of the loan, the Beneficiary shall look solely to the Property described in this Deed of Trust for the repayment thereof. The Grantor and its members shall have no personal obligation for repayment of the loan other than through the Property described herein.

15. **WAIVER OF STATUTORY RIGHTS.** To the extent permitted by law, Grantor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Grantor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Grantor hereby waives any and all rights of redemption from sale under the power of sale contained herein or any order or decree of foreclosure of this Deed of Trust on its behalf and on behalf of each and every person, except decree or judgment creditors of Grantor, acquiring any interest in or title to the Property subsequent to the date of this Deed of Trust.

16. **BINDING ON SUCCESSORS AND ASSIGNS.** This Deed of Trust and all provisions hereof shall be binding upon Grantor and all persons claiming under or through Grantor and shall inure to the

benefit of Beneficiary and its successors and assigns.

17. CAPTIONS. The captions and headings of various paragraphs of this Deed of Trust are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

18. SEVERABILITY. If all or any portion of any provision of this Deed of Trust shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof was not contained herein.

19. EFFECT OF EXTENSIONS OF TIME AND AMENDMENTS. If the payment of the Secured Obligations or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Property, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse, if any, against all such persons being expressly reserved by Beneficiary, notwithstanding such extension, variation or release. Nothing in this Section shall be construed as waiving any provision contained herein or in the Loan Documents which provides, among other things, that it shall constitute an event of default if the Property be sold, conveyed, or encumbered.

20. APPLICABLE LAW. This Deed of Trust shall be governed by and construed under the internal laws of the State of North Carolina.

21. DUE ON SALE CLAUSE. The assignment, sale, conveyance, pledge, transfer or encumbrance of the Property, or any interest therein, or the transfer of an interest in Grantor other than as otherwise permitted in the Loan Agreement, without prior written consent of Beneficiary, shall constitute an event of default.

22. MODIFICATIONS. This Deed of Trust may not be changed or terminated except in writing signed by Grantor and Beneficiary. The provisions of this Deed of Trust shall extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the other Loan Documents, and any and all references herein to the Loan Documents shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

23. SUBORDINATION. This Deed of Trust is and shall be subject to any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code of 1986, as amended (the “Code”)) (the “Extended Use Agreement”) recorded against the Property; provided that such Extended Use Agreement, by its terms, terminates upon foreclosure or a transfer of the Property by instrument in lieu of foreclosure subject to the restrictions on tenant evictions and rent increases set forth in Section 42(h)(6)(E)(ii) of the Code, as amended.

[signatures appear on following page]

**[SIGNATURE PAGE TO LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND
FINANCING STATEMENT]**

IN WITNESS WHEREOF, the Grantor has executed this Deed of Trust under seal as of the day and year first above written.

GRANTOR:

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

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public of the County and State aforesaid, certify that Lee M. Cochran, either being personally known to me or proven by satisfactory evidence, personally came before me this day and acknowledged that s/he is Vice President of LSR Manager, LLC, which is Managing Member of LSR 500 East Main, LLC, which is Managing Member of 500 East Main, LLC, a North Carolina limited liability company and that s/he, being authorized to do so, executed the foregoing on behalf of the companies.

Witness my hand and official stamp or seal this ____ day of _____, 2024.

Notary Public

(Seal-Stamp)
My Commission Expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

[to be inserted]