WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10-24-2023 AT 10:45:02

BOOK: 019461 PAGE: 02539 - 02557

THIS INSTRUMENT WAS PREPARED BY AND
RECORD AND RETURN TO:
Jimerson Birr, P.A.
Attn: A. Hunter Faulkner, Esq.
One Independent Drive, Suite 1400
Jacksonville, Florida 32202

NC PIN#

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (hereinafter referred to as the "Mortgage"), is made this 11th day of October, 2023, between **SAINT AUGUSTINE'S UNIVERSITY**, a North Carolina non-profit corporation, whose address is 1315 Oakwood Avenue, Raleigh, NC 27610 (hereinafter referred to as the "Mortgagor"), and **BANK OZK**, an Arkansas state banking corporation, chartered by State of Arkansas, its successors and/or assigns, whose office address is 2575 Ulmerton Road, Clearwater, FL 33762 (hereinafter referred to as the "Mortgagee"), which terms Mortgagor and Mortgagee, whenever hereinafter used be construed to refer to and include the legal representatives, successors and assigns of said parties.

RECITALS:

A. SAINT AUGUSTINE'S UNIVERSITY, a North Carolina non-profit corporation ("Borrower") is justly indebted to Mortgagee for revolving line of credit loan in the principal sum of Seven Million and 00/100 Dollars ($7,000,000.00), as evidenced by that certain Promissory Note of even date herewith (the foregoing Promissory Note is hereinafter, together with any and all extensions, renewals, modifications, replacements, substitutions, and any and all other certificates or evidence of indebtedness evidenced by said Promissory Note, referred to collectively as the "Mortgage Note"), which Mortgage Note is by reference made a part hereof. The loan evidenced by the foregoing Mortgage Note is referred to as the "Loan."

B. That certain Loan Agreement of even date herewith (the "Loan Agreement") provides for a revolving line of credit from Mortgagee to Borrower, which contemplates advances of the Loan by Mortgagee to Mortgagor to provide incremental working capital for Borrower's operational needs in its ordinary course of business pursuant to the Loan Agreement

C. To evidence and secure the Loan, Mortgagor and Borrower have executed and delivered to Mortgagee the Mortgage Note, this Mortgage, the Loan Agreement, an Environmental Indemnification Agreement, and other documentation related to the Loan, which documents, together with any modifications, extensions and amendments thereof, are herein referred to collectively as the "Loan Documents."

D. Mortgagor has guaranteed the repayment of the Mortgage Note and the performance of Borrower's obligations under the Loan Documents.

Submitted electronically by "Ward and Smith, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

E. This Mortgage shall secure the Loan outstanding from time to time under the Mortgage Note and the other Loan Documents and the indebtedness referred to herein and the observance and performance by Mortgagor and Borrower of the terms and conditions and covenants and agreements of Mortgagor and Borrower in the Mortgage Note and the other Loan Documents.

NOW THEREFORE, in consideration of and to secure the indebtedness now or hereafter evidenced and secured by the Loan Documents and the observance and performance by Mortgagor and Borrower of the terms and conditions and agreements and covenants of Mortgagor and Borrower in the Loan Documents, including the repayment of all reimbursement obligations due or that may become due under or in connection with any letter of credit issued by Mortgagee relating to the improvements to be constructed by Borrower on the Premises (as hereinafter defined), receipt whereof is hereby acknowledged, and as security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all obligations of Mortgagor hereunder, and to induce Mortgagee to enter into this Mortgage and to make the Loan in accordance therewith, Mortgagor does hereby mortgage and grant a security interest in and confirm unto Mortgagee, its legal representatives, successors and assigns, the land of which Mortgagor is now seized and possessed and in actual possession, situated in Wake County, North Carolina, described more particularly in Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER WITH all buildings, structures, driveways and other improvements now or hereafter located on said real property, or any part thereof; and

TOGETHER WITH all rights-of-way, streets, alleys, passages, riparian and littoral rights, waters, water courses, sewer rights, rights, liberties, privileges, tenements, hereditaments, easements, and appurtenances thereunto belonging or in anyway appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from said real property and all adjoining property (whether such rights now exist or subsequently arise), together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and

TOGETHER WITH all right, title, interest, estate, claim, or demand, either at law or in equity, in and to all architectural, engineering, land management, forestry, mitigation and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like, and all sewer taps, permits and allocations, agreements for utilities, bonds and sureties, relating to the real property or the improvements or appurtenant facilities erected or to be erected upon or about the real property; and

TOGETHER WITH all licenses, permits, authorizations or agreements and any other consents, approvals, and rights relating to the real property or the improvements, whether presently held or hereafter acquired; and

TOGETHER WITH all machinery, apparatus, equipment, fittings, and fixtures, whether actually or constructively attached to said real property, and all building materials of every kind and nature, and all trade, domestic, and ornamental fixtures and all personal property now or hereafter located in, upon, over, or under said real property or any part thereof on or off-site

benefiting said real property and used or usable or intended to be used in connection with any present or future operation of said real property, including, but without limiting the generality of the foregoing: all heating, air-conditioning, lighting, incinerating, and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all built-in stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs and carpets; laundry equipment; together with all contract rights to acquire any of the foregoing and all deposits and payments made under contracts for the acquisition of same; together with all additions and accessions thereto and replacements thereof and proceeds therefrom (Mortgagor hereby agreeing with respect to all additions, accessions, replacements and proceeds to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm and perfect the conveyance, transfer and assignment of any and all of the foregoing); all of the foregoing shall be deemed to be so permanently affixed to the real property or to constitute real property under applicable law and shall be part of the security for the indebtedness herein mentioned and are secured, transferred and conveyed by this Mortgage.

All the foregoing property, interests and rights encumbered and to be encumbered by this Mortgage are sometimes collectively referred to herein as the "Premises" or "Property."

TO HAVE AND TO HOLD the same, together with all the estate right, title, interest, homestead, dower, right of dower, separate estate property, possession, claim, and demand whatsoever in law and in equity of Mortgagor in and to the same and every part thereof, unto Mortgagee and Mortgagee's legal representatives, successors and assigns, in fee simple, forever.

Mortgagor hereby covenants with Mortgagee and with any purchaser at foreclosure sale hereunder that Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power, lawful right, and authority to convey the Premises in fee simple as aforesaid; that it shall be lawful for Mortgagee at all times hereafter peaceably and quietly to enter upon, hold, occupy, and enjoy the Premises and every part thereof; and that the Premises are free and clear of all liens and encumbrances except for the lien of ad valorem real property taxes not yet due and payable, and those exceptions set forth in that certain mortgagee title commitment contemplating title insurance to insure the lien of this Mortgage issued by a nationally recognized title insurance company as approved by Mortgagee.

Mortgagor further covenants and agrees to make such other and further assurances to perfect the fee simple title to the Premises in Mortgagee, or in any purchaser at foreclosure sale hereunder, as may hereafter be required by Mortgagee.

Mortgagor grants to Mortgagee a security interest in all contracts for construction and development of improvements to be constructed by Mortgagor or Borrower under the Loan Agreement, contracts with architects and/or engineers relating to construction and development of such improvements, and all construction plans, drawings and specifications, and any commitment rights from lenders for the furnishing of funds for construction of improvements on and to the Premises. Mortgagor also grants to Mortgagee a security interest in all building materials and equipment, utility lines, mains, pipes, cables and fittings, of whatever description,

now existing or coming into existence after date of this Mortgage, whether located on-site or off-site, designed or intended to be incorporated into the improvements or for the furnishing of water, sewer, gas, electrical or telephone utility services to the Premises, together with any and all contract rights with any firm or entity furnishing such utility services. The foregoing property rights are expressly made subject to the lien of this Mortgage so that Mortgagee, upon any default by Mortgagor, may complete the improvements to the Premises contemplated by Mortgagee and Mortgagor under the Loan Agreement. Failure on the part of Mortgagor or Mortgagor's contractor to comply with the terms of the Loan Agreement shall, at the option of Mortgagee, constitute a default hereunder.

This Mortgage shall secure payment of all indebtedness evidenced and secured by the Loan Documents from time to time and shall secure any and all other sums, indebtedness, obligations, and liabilities of any and every kind now or hereafter owing and to become due from Borrower to Mortgagee, or to the holder of the Mortgage Note or the assignees thereof howsoever created, incurred, evidenced, acquired, or arising whether under the Mortgage Note, under this Mortgage, or under any other instrument, obligation, contract, or agreement or dealing of any and every kind now or hereafter existing or entered into between Borrower and Mortgagee, or otherwise, or whether direct, indirect, primary, secondary, fixed or contingent, and any and all renewals, modifications or extensions of any of the foregoing.

PROVIDED ALWAYS and these presents are upon the express condition that if Borrower shall pay to Mortgagee all indebtedness from time to time evidenced and secured by the Loan Documents, and shall promptly and fully perform, execute and complete each and every covenant, agreement, obligation, condition and stipulation contained in the Loan Documents, then this Mortgage and the estate hereby created shall cease and be null and void; otherwise the same shall remain in full force and effect. In addition to the foregoing and notwithstanding the maturity of the Mortgage Note, this Mortgage and the estate hereby created shall remain in full force and effect until such time as all obligations of Borrower under any letter of credit issued in connection with the construction and development of improvements by Mortgagor on the Premises have terminated and all letter(s) of credit have been surrendered to Mortgagee.

Mortgagor does hereby covenant and agree as follows:

1. PERFORMANCE AND PAYMENT. Mortgagor shall perform, observe and comply with all terms and conditions and agreements and covenants of Mortgagor contained in the Loan Documents and to timely pay all and singular the principal, interest, and other sums of money payable by virtue of the Loan Documents and to pay all other sums secured hereby promptly on the days the same become due, whether in due course or upon acceleration.

2. SECURITY AGREEMENT AND FINANCING STATEMENT. This Mortgage shall be construed as a mortgage of both real and personal property and it shall also constitute and serve as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code of the State in which the Premises are located. This Mortgage shall also serve as a financing statement. The name and address of Mortgagor (Debtor) and the name and address of Mortgagee (Secured Party) are set forth in the introductory paragraph of this Mortgage. Mortgagor agrees to and shall execute and deliver to Mortgagee, in

form satisfactory to Mortgagee, such "financing statements" and such further assurances as Mortgagee may, from time to time, consider necessary to create, perfect, and preserve Mortgagee's liens upon any and all mortgaged property. Mortgagee, at the expense of Mortgagor, may cause such statements and assurances to be recorded and re-recorded, filed and re-filed, at such times and places, as may be required or permitted by law to create, perfect and preserve such liens. Mortgagee shall have all the rights with respect to all property encumbered hereby afforded to Mortgagee under the Uniform Commercial Code of the State of North Carolina, in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage. Mortgagor shall not transfer ownership of or remove from the lands herein described any of the tangible personal property which is encumbered by this Mortgage. In the event ownership of any such tangible personal property is transferred or any of the same is removed by Mortgagor, the same shall be replaced by other property which is free and clear of any lien or encumbrance held by any other person and such replacement property shall be of equal or better value than the property so transferred or removed. Such replacement property shall be encumbered by the lien of this Mortgage, and appropriate financing statements covering same shall be executed by Mortgagor. For purposes of perfecting the security interest in personal property which is intended to become fixtures Mortgagor hereby certifies as follows:

(a) Mortgagor is a North Carolina non-profit corporation, organized and existing under the laws of the State of North Carolina;

(b) Mortgagor's address is as set forth on the first page of this Mortgage; and

Mortgagor authorizes Mortgagee to file a financing statement with the appropriate filing offices in the State in which Mortgagor is a registered organization without Mortgagor's signature, further to perfect the security interests granted herein.

3. TAXES. Mortgagor shall pay, or produce a valid property tax exemption from the state of North Carolina, on or before thirty (30) days before delinquency, and without requiring any notice from Mortgagee, all and singular the taxes, assessments (general or special), levies, liabilities, obligations, judgments, rents, charges, statutory and common law liens, decrees, and encumbrances of every nature and kind now on the Premises or that hereafter may be imposed, suffered, placed, levied or assessed thereupon, or that hereafter may be levied or assessed upon this Mortgage or on account of the Loan Documents or upon the indebtedness now or hereafter secured thereby, and insofar as any of the same is of record the same shall be promptly satisfied and discharged of record and the original official document (such as the tax receipt or the satisfaction paper officially endorsed or certified) evidencing discharge shall be delivered to Mortgagee within ten (10) days after payment.

4. INSURANCE. Mortgagor shall keep all normally insured insurable interests related to the Premises, including all buildings, improvements and building materials encumbered hereby, and the contents thereof, constantly and adequately insured as may be required from time to time by Mortgagee against loss by fire and such other hazards, casualties, and contingencies as may be required by Mortgagee. Mortgagor shall obtain and maintain in force such other insurance coverage as Mortgagee may reasonably require, including, but not limited to, public liability insurance in an amount acceptable to Mortgagee and such other insurance coverage as Mortgagor is required to maintain by law or under the Loan Agreement.

Mortgagor shall pay promptly when due, all premiums upon all such insurance. All such insurance shall be carried in companies and under policies approved by Mortgagee. All such insurance policies and renewals thereof shall be assigned to and held by Mortgagee as collateral and further security for the indebtedness secured hereby and shall have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee, without contribution by Mortgagee. The amount of coverage under such hazard insurance policies shall be as provided in the Loan Agreement or the actual replacement value of the Premises, whichever is greater. Mortgagor shall furnish to Mortgagee annually, within at least fifteen (15) days prior to the anniversary date of each policy, with copies of an endorsement evidencing an agreed amount of insurance or similar document issued with respect to the policies evidencing that Mortgagor will not become a co-insurer. The periods of coverage afforded under such insurance policies shall be in accordance with Mortgagee's directions. Not less than fifteen (15) days prior to the expiration date of each such policy of insurance, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of premium payment satisfactory to Mortgagee. If it is determined that the Mortgagee has not received satisfactory written evidence that the Mortgagor maintains all required insurance, Mortgagee may force place any required coverage to protect its interest in the Premises. Such policies of insurance shall provide that the same may not be canceled except after thirty (30) days advance written notice of cancellation by the insurer to Mortgagee. In the event of the foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee pursuant to the provisions of this numbered paragraph. In the event of loss affecting all or any part of the Premises, Mortgagor will give immediate notice thereof by mail to Mortgagee. Mortgagee may adjust or compromise any loss under any such hazard insurance policy and collect the proceeds therefrom. Each insurance company which issues any hazard insurance policy insuring the Premises or any part thereof is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, after deducting expenses reasonably incurred in collecting same, may be applied by Mortgagee, at its option, either to the reduction of the indebtedness hereby secured, whether or not then matured, or to the restoration or repair of the property damaged.

5. TAX AND INSURANCE DEPOSITS. Upon an event of default hereunder (subject to any applicable notice and cure periods) and if required by Mortgagee, Mortgagor shall pay to Mortgagee on a monthly basis until the Mortgage Note is fully paid, a sum equal to the premiums that will next become due and payable on policies of insurance required under this Mortgage, plus the applicable taxes, assessments and other charges next due upon the Premises, all as estimated by Mortgagee, less all sums already paid therefore, divided by the number of months to elapse before one (1) month prior to the date when each of such items will become payable. Such sums shall be held by Mortgagee in escrow (but without liability of Mortgagee to pay interest thereon) to pay such insurance premiums, taxes, assessments, and other charges. The failure by Borrower or Mortgagor to make any such monthly payment as and when required under this numbered Paragraph shall constitute a default under the Mortgage.

Mortgagor shall furnish to Mortgagee, not later than fifteen (15) days after receipt by Mortgagor, an official statement of the amount of all insurance premiums, taxes, assessments, and other charges next payable. If no taxes are payable by Mortgagor, Mortgagor shall furnish to

Mortgagee a copy of the exemption therefrom. Mortgagee shall pay such items to the extent of the then unused escrowed funds on hand 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 expenses.

If the total of the payments made by Mortgagor under this numbered Paragraph shall exceed the amount of expenses actually paid by Mortgagee for the purposes set forth herein, Mortgagee shall credit such excess on subsequent payment to be made under this numbered Paragraph by Mortgagor or shall refund such excess to Mortgagor at the option of Mortgagee. If, however, the monthly payments to be made under this numbered Paragraph by Mortgagor shall not be sufficient to pay such items when the same shall become payable, then Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency five (5) days on or before the date when payment of such insurance premiums, taxes, assessments and other charges shall become due and payable. If at any time Mortgagor shall tender to Mortgagee, in accordance with the provisions of the Mortgage Note secured hereby, full payment of the entire indebtedness represented thereby, Mortgagee, in computing the amount of such indebtedness, and at its option, may credit to the account of Mortgagor any balance remaining in the funds so accumulated in escrow. The amount of the existing credit under this numbered Paragraph at the time of any transfer of the Premises in connection with an event of default shall, without the necessity for a separate assignment thereof or agreement relating thereto inure to the benefit of the successor-owner of the Premises and shall be applied under and be subject to all of the provisions of this numbered Paragraph. If there shall be a default under any of the provisions of this Mortgage resulting in a public sale of the Premises, or if Mortgagee acquires the Premises otherwise after default, Mortgagee may apply, at the time of the commencement of such a proceeding or at the time the Premises are otherwise acquired, the balance then remaining in escrow accumulated hereunder as a credit against the indebtedness remaining unpaid under the Mortgage Note.

6. FORECLOSURE AND OTHER EXPENSES. Mortgagor shall pay all and singular the costs, fees, and expenses of every kind and nature, including Mortgagee's Attorney Fees and Costs (as defined hereinafter) and the cost of title evidence incurred or expended at any time by Mortgagee in the collection of Mortgage debt and/or foreclosure on the Mortgage Note and Mortgage or otherwise incurred in protecting and preserving the lien of this Mortgage or in enforcing Mortgagee's rights under this Mortgage or under any other instrument evidencing and/or securing the indebtedness secured hereby, or in enforcing, sustaining, protecting, or defending the lien or priority of this Mortgage against any and all persons including, but not limited to, lien claimants or the exercise of the power of eminent domain or other governmental power of any kind. Every such payment made by or on behalf of Mortgagee shall be immediately due and payable by Mortgagor to Mortgagee and shall bear interest from the date of disbursement thereof by Mortgagee at the rate per annum then applicable under the Mortgage Note to sums of principal then outstanding and the same, together with such interest, shall be secured by the lien hereof. Nothing contained in this numbered Paragraph shall be construed as requiring Mortgagee to advance or spend money for any of the purposes mentioned in this numbered Paragraph.

7. CARE OF PROPERTY. Consistent with the construction and development of improvements contemplated by the Loan Agreement, Mortgagor shall: (a) permit, commit, or suffer no waste, impairment, or deterioration of the Premises or any part thereof and shall take all

necessary steps to prevent same; (b) permit, commit or suffer no mining, drilling, removal of sand, gravel, loam, or other materials, or excavations in, on or under the Premises, except excavations incident to development and construction of improvements on the Premises; (c) keep the buildings and other improvements now or hereafter constituting a part of the Premises in as nearly as possible the same order and condition or repair as they now are or as they may be when placed upon the Premises, normal wear and tear excepted; (d) do or permit to be done to the Premises nothing that will in any respect impair or weaken the security of this Mortgage in the opinion of Mortgagee; and (e) comply with, or cause to be complied with, all statutes, ordinances, regulations, and requirements of any governmental authority affecting the Premises or any part thereof or affecting the operation thereof. Mortgagor shall promptly repair, restore, replace, or rebuild any part of the Premises, now or hereafter existing, which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings or other governmental taking, but only to the extent that any insurance proceeds or condemnation awards resulting from such events have not been applied to the reduction of the indebtedness hereby secured. If any work required under this numbered Paragraph shall involve an estimated expenditure exceeding Twenty-Five Thousand Dollars and No Cents ($25,000.00), no such work shall be carried out except pursuant to plans and specifications approved by Mortgagee. No part of the Premises shall be removed, demolished, or materially altered without the written consent of Mortgagee. Mortgagor shall not grant, join in, seek or consent to any right-of-way, easement, license, restrictive covenant, zoning ordinance, or other public or private restriction which affects or limits or defines the use which may be made of the Premises or any part thereof, and shall not grant, join in, seek or consent to any modification of any of the foregoing without the written consent of Mortgagee.

Mortgagee may determine, in its discretion, whether the foregoing portions of this numbered Paragraph are being complied with and, for this purpose, Mortgagee shall have the right to inspect the Premises at any reasonable hour of the day. In the event Mortgagee determines in its inspection that Mortgagor is violating the provisions of this Paragraph by deferring maintenance on the Premises, Mortgagee shall have the right to require Mortgagor to escrow with Mortgagee such funds as are necessary to correct said deferred maintenance.

8. PERFORMANCE OF LEASES. Mortgagor shall perform the covenants of Mortgagor as lessor under any present and future leases affecting all or any part of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Mortgagor or Mortgagee therein or thereunder. Mortgagor without first obtaining the written consent of Mortgagee thereto, shall not: (a) assign the rents from the Premises or any part thereof; (b) consent to the modification, cancellation or surrender of any lease or sublease of the Premises, or any part thereof, now existing or hereafter to be made, having an unexpired term of one (1) year or more; (c) collect rents from the Premises or any part thereof, for more than two (2) months in advance; or (d) enter into a lease which provides for rent based in whole or in part on the net income, net profits or net sales of any such lessee or sub-lessee. Mortgagor shall procure and deliver to Mortgagee at the time of executing this Mortgage, or at any time within thirty (30) days after notice and demand from Mortgagee, estoppel letters or certificates from each lessee, tenant, or occupant in possession of the Premises, as required by, and in form and substance satisfactory to Mortgagee. Mortgagor shall,

upon request by Mortgagee, furnish to Mortgagee accurate copies of all leases affecting the Premises or any part thereof.

9. ASSIGNMENT OF RENTS AND SALES CONTRACTS. As additional security, Mortgagor does hereby collaterally transfer, assign, and set over to Mortgagee all of Mortgagor's interest as lessor in any and all present and future leases, and any and all rents, issues and profits arising out of or accruing from the Premises, now due or to become due from the Premises, including all contracts, binders or other agreements between Mortgagor and a buyer of the Premises for the purchase and sale of the Premises or a portion of the Premises, including such contracts, binders or other agreements which may hereafter come into existence with respect to the Premises and including all deposits, letters of credit and other monies paid or payable thereunder (collectively, the "Rents"). In the event of a default hereunder and subject to the applicable notice and cure period, this assignment shall be absolute and become operative upon written demand from Mortgagee. Such Rents shall be collected by or at the direction and under the control of Mortgagee and the net proceeds thereof (net after payment of collection costs) shall be applied to the indebtedness secured hereby in such manner as Mortgagee elects, as and when the same shall become due and payable. For the purpose of carrying out the provisions of this Paragraph, Mortgagor does upon any default specified in this Mortgage by these presents constitute and appoint Mortgagee as Mortgagor's true and lawful attorney-in-fact, to collect any and all rents from the Premises, expressly authorizing Mortgagee to receipt tenants therefore, and does by these presents ratify and confirm any and all acts of such attorney-in-fact in relation to the foregoing. Notwithstanding anything to the contrary contained herein, the term "Rents" shall not include sums collected by Mortgagor from students of Mortgagor as charges for room, board, and other incidentals in exchange for the right of such student to reside on the Property, and assessed by Mortgagor in the ordinary course of its business; and students of Mortgagor who reside on the Property under contracted for room and board arrangements ("Students") are not considered tenants under this Mortgage, such contracts shall not be considered leases under this Mortgage, and under no circumstance shall Mortgagee be permitted to collect sums owed under the Loan Documents from Students.

10. ASSIGNMENT OF CONDEMNATION AWARDS. Mortgagor hereby transfers, assigns, and sets over to Mortgagee, up to the amount of the total indebtedness secured hereby, all awards of damages arising and all other sums paid or which become payable in connection with the condemnation of all or any part of the Premises for public use or for injury to any part thereof by any governmental body, quasi-public authority, or public utility, and the proceeds of all such awards, after payment of all reasonable expenses incurred in recovering same, including fees for attorneys representing Mortgagee in any proceeding in which any such award is made, shall be paid to Mortgagee. Notwithstanding any taking of all or any part of the Premises by eminent domain, or other injury to, or decrease in value of, the Premises by any governmental body, quasi-public authority, or public utility, Mortgagor until such time as the mortgage debt is paid in full shall continue to pay and perform the obligations of this Mortgage and of the Mortgage Note secured hereby in the manner therein provided. Such awards or payments may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the indebtedness secured hereby in the manner designated by Mortgagee, or be paid over, wholly or in part, to Mortgagor 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, or other injury to the Premises. If, prior to the receipt by Mortgagee of any such award or payment, the

Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive and retain such award or payment for application towards payment of any deficiency judgment which may be entered in favor of Mortgagee, together with interest applicable as set forth in the Mortgage Note thereon, and to the extent of the Attorney Fees and Costs, and disbursements incurred by Mortgagee in connection with the collection of such award or payment, and such right shall exist whether or not a deficiency judgment shall have been sought or recovered or denied upon the Mortgage Note, and the balance of such award or payment shall inure to the benefit of the party entitled thereto by applicable law.

Should there be no indebtedness evidenced and secured by the Loan Documents or other indebtedness of Mortgagor to Mortgagee then outstanding at the time any condemnation proceeds are payable hereunder, to the extent such proceeds are not required to restore the Premises, Mortgagee may retain such proceeds as substitute collateral until such time as all obligations of Mortgagee under any letter of credit issued in connection with the construction and development of improvements by Mortgagor on the Premises have terminated and all letter(s) of credit has been surrendered to Mortgagee. Such proceeds shall be invested for the benefit of the Mortgagor in the same manner as contemplated for insurance proceeds under Paragraph 4 hereof.

11. FURTHER DOCUMENTS AND ESTOPPEL CERTIFICATES. Mortgagor shall execute and deliver to Mortgagee, from time to time, upon demand, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments, and renewal and substitution notes, so as to reaffirm, to correct, and to perfect the evidence of the obligations secured hereby and the security title of Mortgagee to all or any part of the Premises intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Mortgage and any extensions or modifications hereof. Mortgagor, from time to time, upon request, shall certify by a writing, duly executed under oath, to Mortgagee or to any actual or proposed assignee of this Mortgage, or to any other person, firm, or other entity specified by Mortgagee, within thirty (30) days after the mailing of such request to Mortgagor, the following:

(a) that the Mortgage Note secured hereby, this Mortgage, the Loan Agreement, and all other instruments given to secure the indebtedness secured hereby are unmodified and in full force and effect, and if there has been some modification, that the same is in full force and effect as modified and stating the modification;

(b) the dates, if applicable, to which interest on the Mortgage Note and the taxes, insurance premiums, and other charges payable hereunder have been paid;

(c) whether Mortgagor, to the best of Mortgagor's knowledge and belief, is in default in the performance of any covenant, condition, or agreement on Mortgagor's part to be performed under the terms of the Loan Documents, and, if so, stating specifically and in what manner or manners such default exists;

(d) whether or not any offsets or defenses exist against the Loan Documents and, if so, the specific nature and amounts thereof;

(e) the amount of principal and interest then due and owing on the indebtedness evidenced and secured by the Loan Documents and the amounts of principal and interest yet to be paid thereon from the date of the certificate until maturity of such indebtedness; and

(f) such other matters as Mortgagee may reasonably request.

12. DEFAULT. Subject to the notice and cure periods set forth in the Loan Agreement, the occurrence of any one or more of the following events shall constitute a default under this Mortgage and the other Loan Documents:

(a) should Borrower fail to make any payment payable by virtue of the Mortgage Note or the other Loan Documents within sixty (60) days from the date such payment is due, and after the delivery of any notices regarding any monetary defaults required under the Loan Documents and expiration of any applicable cure period;

(b) should any representation or warranty of Mortgagor herein contained, or representation or warranty of Borrower or Mortgagor contained in the other Loan Documents, prove to be untrue or intentionally misleading in any material respect;

(c) should the Premises be subject to actual waste, or any part thereof be removed, demolished, or materially altered so that the value of the Premises be diminished, except as a result of eminent domain proceedings;

(d) should any federal, state, or local tax lien, or any claim of lien for labor or materials, or any other lien, encumbrance, mortgage or other security instrument or judgment be filed of record against Mortgagor, Borrower, Guarantor, or the Premises and not be removed by payment or transferred to bond in the manner provided by law within thirty (30) days from the date of recording;

(e) should any bona fide claim of priority to this Mortgage by title, lien, or otherwise be asserted in any legal, administrative, or equitable proceeding, and said claim remain pending in excess of thirty (30) days;

(f) should Mortgagor merge or consolidate with or into any other entity or sell, lease, transfer or otherwise dispose of all or any substantial part of its respective assets without prior written approval from Mortgagee;

(g) should Mortgagor have a change in its management or ownership or in the manner in which its business is conducted (subject, however, to the provisions set forth in the Loan Agreement);

(h) should Mortgagor, Borrower or Guarantor make any assignment for the benefit of creditors; or should a receiver, liquidator, or trustee of Mortgagor, Borrower or Guarantor or of any of Mortgagor's, Borrower's, or Guarantor's property be appointed; or should any petition for the adjudication of bankruptcy, reorganization, composition, arrangement or similar relief as to Mortgagor or Guarantor, pursuant to the Federal Bankruptcy Act or any other law relating to insolvency or relief for debtors, be filed by Mortgagor, Borrower, or Guarantor; or should Mortgagor, Borrower, or Guarantor be adjudicated as bankrupt or insolvent; or should Mortgagor

or Borrower be liquidated or dissolved; or should an involuntary petition seeking to adjudicate Mortgagor, Borrower, or Guarantor as a bankrupt or to reorganize Mortgagor, Borrower or Guarantor be filed against Mortgagor, Borrower, or Guarantor and remain undismissed for a period of ninety (90) days after the filing date thereof;

(i) should Mortgagor or Borrower fail to maintain its existence in good standing, or the death of the individual Guarantor hereof (subject to the provisions of the Loan Agreement);

(j) should Mortgagor, Borrower or Guarantor fail to keep, observe, perform, carry out, and execute in every particular the covenants, agreements and obligations of Mortgagor under the terms and conditions of this Mortgage or any of the Loan Documents, which failure is not otherwise the subject matter of any other subparagraphs in this numbered Paragraph, and such failure continues for a period of thirty (30) days after written notice is delivered to Mortgagor by Mortgagee; or

(k) should any event of default occur under any other loan made by Mortgagee to Mortgagor or any related party.

13. REMEDIES UPON DEFAULT. Upon default, Mortgagee shall have the right to:

(a) take any action deemed expedient by Mortgagee to protect the security of this Mortgage or to cure any default hereunder;

(b) declare all amounts evidenced and secured by the Loan Documents immediately due and payable;

(c) foreclose this Mortgage in the manner provided by applicable law. Mortgagor hereby waives all rights of marshalling in the event of foreclosure of any lien or security interest created by this Mortgage. Further, in the event of foreclosure of any lien or security interest created by this Mortgage, Mortgagee may apply such foreclosure proceeds, in Mortgagee's sole discretion, to the debt secured by this Mortgage in any order and in any fashion whatsoever; and

(d) apply to a court of competent jurisdiction for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of and operate the Premises and any business or businesses located thereon; to collect the assigned rents, issues, profits and income therefrom; to make all necessary and needed repairs to the Premises; to pay all taxes and assessments against the Premises and insurance premiums for insurance thereon; and after the payment of the expense of the receivership, including reasonable Attorney Fees and Costs to Mortgagee, and after compensation to the receiver for management and completion of the Premises, to apply the net proceeds derived therefrom in reduction of the indebtedness secured hereby or in such manner as such court shall direct. Mortgagor hereby consents and agrees to the appointment of such receiver after default, regardless of the value of the security for the indebtedness secured hereby or of the solvency of any party bound for the payment of such indebtedness. All expenses, fees and compensation incurred in connection with such receivership, shall be secured by the lien of this Mortgage until paid. The receiver and the receiver's agents shall be entitled to enter upon and take possession of any and all of the Premises, together with any and all businesses conducted thereon and all business assets used in conjunction therewith or thereon, or any part or parts thereof, and operate and conduct such

business or businesses to the fullest extent allowed by law and by the provisions of the order appointing receiver.

14. TAXES UPON MORTGAGE, ETC. In the event of the passage or adoption of any law, or in the event of any decision by a court of competent jurisdiction, creating or providing for any tax, assessment, or charge against the Premises, against this Mortgage, or against the indebtedness on undertakings secured hereby, or against any interest of Mortgagee in the Premises, then, unless such tax be promptly paid by Mortgagor and, in any event, if payment of such tax by Mortgagor is prohibited by law, the entire indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable and, in the event payment of such indebtedness is not made by Mortgagor forthwith, Mortgagee 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 secured hereby; provided, that in respect to any taxes on Mortgagee's interest in the Premises, or in this Mortgage, or in the indebtedness secured hereby, Mortgagor shall not be required or bound to pay any amount which together with interest on the indebtedness secured, shall exceed the maximum interest rate allowed by applicable and enforceable law.

15. TIME IS OF THE ESSENCE of this Mortgage. No waiver of any obligation hereunder or of any obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the terms of the Mortgage Note secured hereby.

16. RIGHTS CUMULATIVE. The rights of Mortgagee granted and arising under the Loan Documents shall be separate, distinct, and cumulative of other powers and rights herein granted and of all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of any other. No act of Mortgagee shall be construed as an election to proceed under any provision of the Loan Documents to the exclusion of any other provisions, or an election of remedies to the bar of any other remedy allowed in law or equity.

17. NOTICE. All notices required herein or under the terms of any of the Loan Documents shall be in writing. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered personally or sent by reputable overnight courier service (such as Federal Express) or certified mail by the United States Postal Service to the addresses set forth in the introductory paragraph of this Mortgage. Any notice or demand to be given hereunder shall be deemed sufficiently given for all purposes hereunder (a) at the time such notices or demands are hand-delivered, or (b) one day after depositing any such notice or demand with any reputable overnight courier service, or (c) three days after depositing any such notice or demand by certified mail with the United States Postal Service. Any party hereto may change its address by notice in writing to the other parties in the manner herein provided.

18. RELEASES BY MORTGAGEE. Mortgagee may, from time to time, without notice to any person and without affecting the liability of Mortgagor or of any other person (other than any person expressly released by Mortgagee in writing) for the payment of any indebtedness secured hereby or for the performance of any obligation contained herein, and without affecting the priority or extent of the lien of this Mortgage (except as to property specifically released by Mortgagee in writing) do any of the following:

(a) release, voluntarily or by operation of law, any person liable for payment of any indebtedness secured hereby or for performance of any obligation provided for herein;

(b) extend the time or agree to alter the terms of payment of any of the indebtedness secured hereby;

(c) accept additional security of any kind;

(d) consent to the creation of any easement in, on, or over the Premises or any covenant restricting the use or occupancy of the Premises; and

(e) release or otherwise deal with any property, real or personal, which secures the indebtedness secured hereby, including, without limitation, all or any part of the Premises.

19. CHANGE OF OWNERSHIP; ADDITIONAL ENCUMBRANCES. Except for the sale of lots as contemplated by the Loan Agreement, if all or any part of the Premises or an interest therein is sold, transferred or further encumbered (including the granting of any leasehold interest by Mortgagor) by Mortgagor without Mortgagee's prior written consent or, subject to the provisions set forth in the Loan Agreement, if any ownership interest in Mortgagor is sold, transferred or further encumbered by Mortgagor without Mortgagee's prior written consent, it shall constitute a default under this Mortgage and Mortgagee may, at its option, subject to the applicable notice and cure periods set forth in the Loan Agreement, declare all the sums secured by this Mortgage to be immediately due and payable.

20. SUCCESSORS AND ASSIGNS. All covenants and stipulations in these presents contained shall bind the heirs, executors, administrators, legal representatives, successors, and assigns, as the case may be, of Mortgagor and shall inure to the benefit of and be available to the successors and assigns of Mortgagee.

21. GOVERNING LAW. The terms and provisions of this Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Premises is located. The parties agree that the state in which the Premises is located has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents. In regards to any foreclosure of the Premises or the Property, Mortgagor and Mortgagee each and all hereby agree that the courts having proper jurisdiction and venue over any such foreclosure proceeding shall be any state or Federal court located within Wake County, North Carolina, and the parties agree to submit themselves to the jurisdiction of the same in connection with any such proceeding.

22. SEVERABILITY. If any provision of this Mortgage, or the other Loan Documents shall to any extent be finally found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to herein, shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law or equity.

23. DEFENSE OF ACTIONS BY MORTGAGOR. Mortgagor shall, at its own cost and expense, defend, indemnify and hold Mortgagee and the lien of this Mortgage harmless from

any action, proceeding or claim affecting the Premises or affecting the indebtedness secured hereby. If Mortgagor neglects or refuses to carry out the covenants contained in this paragraph, Mortgagee at its option may afford such defense and pay reasonable Attorney Fees and Costs incurred in any such defense at trial or appellate or in private settlement proceedings. All such payments, plus interest thereon from the time of payment at the rate applicable under the Mortgage Note upon sums outstanding thereunder after maturity shall be deemed a part of the indebtedness secured hereby and shall be immediately due and payable by Mortgagor to Mortgagee.

24. SINGULAR, PLURAL, ETC. As used herein, the terms "Mortgagor" and "Mortgagee" shall include the singular and the plural, and shall include the masculine, feminine and neuter genders. The plural shall include the singular, and the singular shall include the plural in all applicable instances.

25. CURING OF DEFAULTS BY MORTGAGEE. Mortgagee shall have the right, but not the duty, to pay any sums required to be paid and to take any other action deemed by Mortgagee to be necessary or convenient to cure any default of Mortgagor under this Mortgage. Any and all sums expended or expenses incurred by Mortgagee in so curing defaults shall become immediately due and payable by Mortgagor to Mortgagee and, together with interest thereon from date of disbursement at the rate applicable to sums outstanding under the Mortgage Note from and after the maturity date therein contained and shall be secured by the lien of this Mortgage. Mortgagee shall be subrogated to the interest of any lien holder paid by Mortgagee pursuant to the provisions of this paragraph.

26. ACTION ON MORTGAGE NOTE. Mortgagee shall be entitled to sue and recover judgment upon the Mortgage Note either before, after, or during the pendency of any proceeding for the enforcement of this Mortgage. Mortgagor agrees that no recovery of a judgment upon the Mortgage Note, and no attachment or levy of any execution upon any such judgment upon any of the Premises, shall in any manner, or to any extent, affect the lien of this Mortgage or any of the rights, powers, or remedies of Mortgagee hereunder.

27. WAIVER. No delay or omission by Mortgagee to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default or acquiescence therein. Every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any right, power or remedy consequent thereon.

28. MODIFICATIONS, ETC. ONLY IN WRITING. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

29. BOOKS AND RECORDS. Mortgagor shall maintain full and correct books and records showing in detail the income, expenses and earnings relating to the Premises, and to permit Mortgagee's representative to examine such books and records and all supporting vouchers and data at any time and from time to time as Mortgagee may reasonably request at

such place within the United States of America as such books and records are customarily kept, all at Mortgagee's expense. In addition to the foregoing provisions of this paragraph, Mortgagor shall provide or cause to be provided, at the expense of Mortgagor, the financial information set forth in the Loan Agreement.

30. JOINT AND SEVERAL OBLIGATIONS. All agreements herein made by Mortgagor are binding upon and enforceable against the persons named herein as Mortgagor jointly and severally.

31. NO ILLEGAL INTEREST TO BE CHARGED. All agreements between Borrower and/or Mortgagor and Mortgagee under the Loan Documents are expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid to the holder of the Mortgage Note for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provisions of the Loan Documents, at the time performance of such provision shall be due, shall involve payment of interest at a rate which exceeds the highest lawful rate as so determined, then ipso facto the obligation to be fulfilled shall be reduced to such highest lawful rate. If, from any circumstances whatsoever, the holder of the Mortgage Note secured hereby shall ever receive interest, the amount of which would exceed such highest lawful rate, the portion thereof which would be excessive interest shall be deemed applied to the reduction of the unpaid principal balance due under the Mortgage Note and not to the payment of interest or handled as otherwise provided by law.

32. HAZARDOUS SUBSTANCES. Mortgagor hereby affirms and incorporates by reference herein the representations, warranties, terms, conditions, and indemnities contained in that certain Environmental Indemnity Agreement of even date herewith, the terms and conditions of which are incorporated herein and made a part hereof.

33. PARTIAL RELEASES. Mortgagee shall release, in accordance with the provisions hereinafter set forth, from the lien of this Mortgage such of the lots as may be requested in writing by Mortgagor subject to the limitations of this paragraph. Mortgagor shall be entitled to releases under this paragraph only if the following conditions are fully satisfied at the time such release is requested:

(a) there is no default in the Mortgage Note secured hereby, in this Mortgage, or in the Loan Agreement;

(b) all costs of preparing and recording such partial releases are paid by Mortgagor; and

(c) Mortgagor pays to Mortgagee the release price as indicated in the Loan Agreement, which amount shall be applied toward the outstanding principal balance then remaining under the Mortgage Note secured hereby.

34. APPRAISALS. Mortgagor covenants and agrees that Mortgagee may obtain an updated appraisal of the Premises, at Mortgagor's expense, when required by the regulations or requirements of any regulatory authority to which Mortgagee may be subject which shall include, (i) an updated appraisal required by Mortgagee as a result of an event of default under

any of the Loan Documents; or (ii) an updated appraisal required an outside agency, including but not limited to the Office of the Comptroller of the Currency. Such appraisals shall be performed by an independent third party appraiser selected by Mortgagee. The cost of such appraisal shall be borne by Mortgagor. If requested by Mortgagee, Mortgagor shall execute an engagement letter addressed to the appraiser selected by Mortgagee, provided, however, that Mortgagor's failure or refusal to sign such an engagement letter shall not impair Mortgagee's right to obtain such an appraisal. Mortgagor shall pay the cost of such appraisal within ten (10) days after receipt of an invoice for such appraisal.

35. ATTORNEY FEES AND COSTS. In the event of a dispute arising from this Mortgage or any of the Loan Documents, or in any litigation between Mortgagor and Mortgagee, the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees, including travel time ("Attorney Fees"), and Costs, incurred in such dispute prior to, during, or after litigation or alternative dispute resolution, including appeals, bankruptcy, pre-judgment collection and post-judgment collection, and in litigating entitlement to and amount of Attorney Fees and Costs. "Costs" shall include reasonable costs that are taxable under any applicable statute, rule, or guideline, as well as all non-taxable costs, including, but not limited to, costs incurred for investigation, research, printing, electronic discovery, online document depository, telephone, mailing and delivery, information technology support, consultants and experts, travel and lodging, court reporters, and mediators and arbitrators, regardless of whether such costs are otherwise taxable. Notwithstanding the foregoing, all Attorney's Fees will be limited to reimbursement for the expense of one outside counsel and one paralegal billed at standard hourly rates and without regard to any statutory presumption, with travel time reimbursed solely for travel by one outside counsel within the State of North Carolina for required arbitrations, mediations, court appearances, sales of collateral or settlement conferences.

36. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW MORTGAGOR AND MORTGAGEE, JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ACCEPTING THIS MORTGAGE AND THE LOAN DOCUMENTS FROM MORTGAGOR.

[*Mortgagor's signature is set forth on the following page*]

IN WITNESS WHEREOF, Mortgagor has duly signed, sealed and executed this Mortgage in the presence of the subscribing witnesses the day and year first above written.

MORTGAGOR:

SAINT AUGUSTINE'S UNIVERSITY,
a North Carolina non-profit corporation

Name: Christine McPhail
Title: President

STATE OF NORTH CAROLINA
COUNTY OF Durham

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 7th day of October, 2023, by Christine McPhail, as President of SAINT AUGUSTINE'S UNIVERSITY, a North Carolina non-profit corporation, who *(check one)* ☐ is personally known to me or ☑ has proved to me on basis of satisfactory evidence to be the person who executed this instrument.

Notary Public, State & County Aforesaid
Name: Charles L. Simpson, Jr
My Commission Expires: 07-24-2026
My Commission Number is: 20061207000072

CHARLES L SIMPSON, JR
NOTARY PUBLIC
DURHAM COUNTY, NC
My Commission Expires 07-24-2026

EXHIBIT "A"

Being all of New Lot 5 as depicted on a map recorded in Book of Maps 2020, Page 1223 in the office of the Register of Deeds of Wake County.