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ROBESON CO. NC FEE \$64.00 PRESENTED & RECORDED 07/25/2025 01:56:16 PM VICKI L LOCKLEAR REGISTER OF DEEDS BY: KYNIA JOHNSON ASSISTANT

BK: D 2529 PG: 558 - 579

DEED OF TRUST

RECORDATION REQUESTED BY:

Five Star Bank, Rancho Cordova Office, 3100 Zinfandel Drive #100, Rancho Cordova, CA 95670

WHEN RECORDED MAIL TO:

Five Star Bank, Rancho Cordova Office, 3100 Zinfandel Drive #100, Rancho Cordova, CA 95670

SEND TAX NOTICES TO:

Eaglewood Estates LLC, a Delaware Limited Liability Company; 1910 Terracina Dr.; Sacramento, CA 95834

NCS-1258287

This Deed of Trust prepared by: Sheri Strnad, Loan Documentation Specialist

THIS DEED OF TRUST is dated July 3, 2025, among Eaglewood Estates LLC, a Delaware Limited Liability Company, whose address is 7721 NC-41, Lumberton, NC 28358 ("Grantor"); Five Star Bank, whose address is Rancho Cordova Office, 3100 Zinfandel Drive #100, Rancho Cordova, CA 95670 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title, whose address is 8311 W. Sunset Rd., Ste. 100, Las Vegas, NV 89113 (referred to below as "Trustee").

CONVEYANCE AND GRANT. NOW, THEREFORE, as security for the Indebtedness, advancements and other sums expended by the Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys' fees as provided in the Note) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to Trustee, and Trustee's heirs or successors and assigns, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances, all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Robeson County, State of North Carolina:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 7721 NC-41, Lumberton, NC 28358. The Real Property tax identification number is 101202021, 101202020, 101202018, 101202017, 10120201701, 10120201702, 101202019.

To have and to hold said Real Property with all privileges and appurtenances thereunto belonging, to the

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Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions and for the uses hereinafter set forth.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer

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any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply 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 Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by North Carolina law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and

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reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall

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furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related 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 Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender 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 Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender'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 Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such

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times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. The lien of this Deed of Trust and the security interest granted hereby will automatically attach, without further act, to all after-acquired property attached to and or used in the operation of the Property or any part thereof. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any

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member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment fee which Grantor would be required to pay.

Express Power of Sale Provision. Upon the application or request of Lender, it shall be lawful for and the duty of the Trustee, and the Trustee is hereby authorized and empowered, to expose to sale and to sell the Property at public auction for cash, after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust or such other sales appropriate under the circumstances; and upon any such sale, the Trustee shall convey title to the purchaser in fee simple. In the event of any sale under this Deed of Trust by virtue of the exercise of the powers granted in this Deed of Trust, or pursuant to any order and any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Lender in its sole discretion may elect. Trustee shall be authorized to hold a sale pursuant to North Carolina General

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Statute Chapter 45. If Trustee so elects, Trustee may sell the Property covered by this Deed of Trust at one or more separate sales in any manner permitted by applicable North Carolina law, and any exercise of the powers granted in this Deed of Trust shall not extinguish or exhaust such powers, until the entire Property is sold or the Indebtedness is paid in full. If such Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Lender may at its option exercise the remedies granted under any of the security agreements either concurrently or independently and in such order as Lender may determine.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. If permitted by law, employment by Lender shall not disqualify a person from serving as receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time

(Continued)

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for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Trustee's Fees. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale for a completed foreclosure. In the event foreclosure is commenced, but not completed, Grantor shall pay all expenses incurred by Trustee and partial commission computed on five percent (5%) of the outstanding Indebtedness, according to the following schedule: one-fourth of the commission before Trustee issues a notice of hearing on the right to foreclosure; one-half of the commission after issuance of notice of hearing; three-fourths of the commission after a hearing; and the full commission after the initial sale.

Express Power to Substitute a Trustee. Lender shall have the irrevocable right to remove at any time and from time to time without limit the Trustee named in this Deed of Trust without notice or cause and to appoint a successor by an instrument in writing, duly acknowledged, in such a form as to entitle such written instrument to be recorded in the State of North Carolina; and, in the event of the death or resignation of the Trustee named in this Deed of Trust, Lender shall have the right to appoint a successor by such written instrument, and any Trustee so appointed shall be vested with the title to the Property, and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though the successor trustee were named in this Deed of Trust as Trustee.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

DISPUTE RESOLUTION. Trustor and Beneficiary desire to resolve quickly and efficiently any disputes that might arise between them. For any controversy, claim or judicial action arising from or relating to this Deed of Trust or Mortgage, any Related Documents or any related transaction or conduct, whether sounding in contract, tort

(Continued)

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or otherwise:

Loan No: 12347229

Judicial Reference. Where an action is pending before a court of any judicial district of the State of California, Trustor and Beneficiary shall each have the right to require that all questions of fact or law be submitted to general reference pursuant to California Code of Civil Procedure Section 638 et seq., and any successor statutes thereto.

- (1) A single referee who is a retired superior court judge shall be appointed by the court pursuant to Code of Civil Procedure 640 and shall preside over the reference proceeding. If Trustor and Beneficiary do not agree upon the referee, each of them may submit to the court up to three nominees who are retired superior court judges.
- (2) If Trustor and Beneficiary do not agree on how the payment of the referee's fees and expenses will be shared, the court may apportion such fees and expenses between Trustor and Beneficiary in a fair and reasonable manner that is consistent with Code of Civil Procedure Section 645.1.
- (3) Trustor and Beneficiary shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.
- (4) The referee's statement of decision shall contain written findings of fact and conclusions of law, and the court shall enter judgment thereon pursuant to Code of Civil Procedure Sections 644(a) and 645. The decision of the referee shall then be appealable as if made by the court.

No provision of this section shall limit the right of any party to exercise self-help remedies, to foreclose against or sell any real or personal property collateral or to obtain provisional or ancillary remedies, such as injunctive relief or appointment of a receiver, from a court of competent jurisdiction before, after, or during the pendency of any reference proceeding. The exercise of a remedy does not waive the right of either party to resort to reference.

Jury Trial Waiver. In any action pending before any court of any jurisdiction, Trustor waives, and Beneficiary shall not have, any right to a jury trial.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of North Carolina. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to

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DEED OF TRUST (Continued)

be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of California.

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Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Sacramento County, State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Five Star Bank, and its successors and assigns.

Borrower. The word "Borrower" means Eaglewood Estates LLC, a Delaware Limited Liability Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the default section of this Deed of Trust.

Grantor. The word "Grantor" means Eaglewood Estates LLC, a Delaware Limited Liability Company.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Five Star Bank, its successors and assigns.

Note. The word "Note" means the Promissory Note in the original principal amount of \$2,890,000.00 dated July 3, 2025, along with all other Promissory Notes executed by Borrower and/or Grantor/Trustor in favor of Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions of any Promissory Note or Agreement. The maturity date of the Note is July 3, 2035. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means First American Title, whose address is 8311 W. Sunset Rd., Ste. 100, Las Vegas, NV 89113 and any substitute or successor trustees.

Loan No: 12347229 Page 14 GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND **GRANTOR AGREES TO ITS TERMS. GRANTOR:** EAGLEWOOD ESTATES LLC, A DELAWARE LIMITED LIABILITY COMPANY By: Eljas M. Weiner, Manager of Eaglewood Estates LLC, a **Delaware Limited Liability Company** LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF _____)) SS COUNTY OF _____) _____, a Notary Public for said County and State, certify that Elias M. Weiner, Manager of Eaglewood Estates LLC, a Delaware Limited Liability Company personally came before me this day and acknowledged the due execution of the foregoing instrument in writing by himself or herself for Eaglewood Estates LLC, a Delaware Limited Liability Company, a limited liability company, for the uses and purposes therein set forth. Witness my hand and Notarial Seal this the _____ day of _____, 20____. See Attached CA Acknowledgem Retary Public My Commission Expires: (Affix Notarial Seal Here)

CALIFORNIA ACKNOWLEDGMENT	CIVIL CODE § 1189
A notary public or other officer completing this certificate veri to which this certificate is attached, and not the truthfulness	fies only the identity of the individual who signed the document , accuracy, or validity of that document.
State of California	
County of Sacramento	
On 7/21 /25 hefore me	Noah Cocked Notary Public
Date Delore IIIe,	Here Insert Name and Title of the Officer
personally appeared E(cas M.	Wever
State of California County of Successful before me, personally appeared $E(as, M)$.	Name(s) of Signer(s)
to the within instrument and acknowledged to me tha authorized capacity(les), and that by his/her/their signiupon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
NOAH LOCKERD Notary Public - California Sacramento County Commission # 2410645 My Comm. Expires Jul 12, 2026	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
	Signature Signature of Notary Public ONAL deter alteration of the document or
	form to an unintended document.
Description of Attached Document Title or Type of Document:	t Trust
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator
☐ Other:	□ Other:
Signer is Representing:	Signer is Representing:

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Robeson, State of North Carolina, and is described as follows:

TRACT 1:

For informational purposes: PIN# 1012-02-017; 1012-02-01701; 1012-02-01702

LYING AND BEING IN LUMBERTON TOWNSHIP, ROBESON COUNTY, AND BEING ALL OF THAT TRACT AND PARCEL OF LAND AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "BOUNDARY SURVEY FOR J.W. HAMMONDS", "EAGLEWOOD MOBILE HOME PARK" PREPARED BY POWER'S LAND SURVEYING, P.A. DATED JUNE 4, 2001 AND RECORDED IN MAP BOOK 38, PAGE 77, ROBESON COUNTY REGISTRY, REFERENCE TO WHICH IS INTENDED TO INCORPORATE THE SAME HEREIN FOR A MORE ACCURATE AND COMPLETE DESCRIPTION.

TRACT 2:

For informational purposes: PIN #1012-02-021

BEING IN LUMBERTON TOWNSHIP, ROBESON COUNTY, NORTH CAROLINA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

ABOUT FOUR MILES EAST OF LUMBERTON ON THE NORTH EDGE OF HIGHWAY#41 ADJOINING THE LANDS OF N. HOWELL ON THE NORTH AND WEST, HIGHWAY #41 ON THE SOUTH AND OTHER LANDS OF V. L. BULLOCK ON THE EAST.

BEGINNING AT AN IRON STAKE ON THE NORTH EDGE OF HIGHWAY #41 N. HOWELLS CORNER AND RUNS AS HIS LINEN. 10 W. 3.17 CHAINS TO A STAKE AND PINES POINTERS IN THE EDGE OF A BAY, THENCE AS HIS OTHER LINEN. 80 1/2 F. 2.00 CHAINS TO A STAKE IN SAID LINE THENCE S. 10 E. 3.17 CHAINS TO A STAKE ON THE NORTH EDGE OF SAID HIGHWAY. THENCE WITH THE SAID HIGHWAY, S. 80 1/2 W. 2.00 CHAINS TO THE BEGINNING CONTAINING 63/100 OF AN ACRE.

THE ABOVE DESCRIBED LANDS BEING A PORTION OF A ONE ACRE SURVEY SEE DEED FROM L.E. WHALEY TO V. L. BULLOCK AS OF RECORD.

THIS BEING THE SAME TRACT OF LAND CONVEYED BY DEED FROM. V.L. BULLOCK AND WIFE EFFIE N. BULLOCK DATED DECEMBER 1, 1945, RECORDED IN BOOK 9-Y, PAGE 573, ROBESON COUNTY REGISTRY.

TRACT 3:

For informational purposes: PIN #1012-02-018 - TRACT ONE:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN LUMBERTON TOWNSHIP, ROBESON COUNTY, NORTH CAROLINA, APPROXIMATELY THREE (3) MILES IN AN EASTERLY DIRECTION FROM

THE CITY OF LUMBERTON, ON THE NORTH SIDE OF AND ADJACENT TO N.C. HIGHWAY NO. 41 LEADING FROM THE CITY OF LUMBERTON TO ELIZABETHTOWN, NORTH CAROLINA, ADJOINING THE LANDS OF BILLY BULLOCK ON THE EAST, A LARGE CANAL ON THE NORTH, THE LANDS OF STACY BULLOCK AND VON L. BULLOCK ON THE WEST, AND MORE PARTICULARLY DESCRIBED ACCORDING TO AN ACTUAL SURVEY OF THE SAME BY L. T. BRYAN, SURVEYOR, IN MAY, 1970, AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF N.C. HIGHWAY NO. 41, SAID POINT OF BEGINNING BEING LOCATED 5.00 CHAINS IN A WESTERLY DIRECTION FROM ERNEST ROZIER'S CORNER, AND RUNS THENCE WITH THE LINE OF THE LANDS OF BILLY BULLOCK, NORTH 10 DEGREES WEST 9.00 CHAINS TO A POINT IN A LARGE CANAL, BILLY BULLOCK'S CORNER, THENCE CONTINUING WITH THE LINE OF THE LANDS OF BILLY BULLOCK'S CORNER, THENCE WITH THE LINE OF THE LANDS OF STACY BULLOCK, AND BEYOND, SOUTH 10 DEGREES EAST 9.00 CHAINS TO A POINT IN THE NORTH LINE OF N.C. HIGHWAY NO. 41, THENCE WITH THE NORTH LINE OF SAID HIGHWAY, NORTH 80 DEGREES EAST 2.03 CHAINS TO THE BEGINNING, CONTAINING ONE AND EIGHT-TWO ONEHUNDREDTHS (1.82) ACRES, MORE OR LESS.

FOR REFERENCE SEE THE FOLLOWING DEEDS OF RECORD; BOOK 17-N, AT PAGE 42; BOOK 17-X, AT PAGE 169.

THE ABOVE DESCRIBED TRACT BEING A PART OF THE "V.L. BULLOCK HOMEPLACE", AS WILL APPEAR ON THE MAP RECORDED IN MAP BOOK 12, PAGE 58, ROBESON COUNTY REGISTRY.

THIS BEING THE SAME TRACT DESCRIBED AS "THIRD TRACT" IN THE DEED DATED JANUARY 8, 1979, FROM JAMES DAVID BULLOCK AND WIFE, NORMA F. BULLOCK, TO STACY PAUL BULLOCK RECORDED IN BOOK 448, PAGE 29. ROBESON COUNTY REGISTRY.

For informational purposes: PIN #1012-02-018 - TRACT TWO:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN LUMBERTON TOWNSHIP, ROBESON COUNTY, NORTH CAROLINA, APPROXIMATELY 3 MILES IN AN EASTERLY DIRECTION FROM THE CITY OF LUMBERTON, ON THE NORTH SIDE AND PARTLY ADJACENT TO N.C. HIGHWAY NO. 41, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE IN THE NORTH LINE OF N.C. HIGHWAY NO. 41, THE SOUTHEAST CORNER OF A ONE-HALF ACRE TRACT OF LAND CONVEYED TO ODELL BULLOCK AND WIFE BY DEED FROM VON L. BULLOCK AND WIFE, DATED MARCH 13, 1967, OF RECORD IN BOOK 15-Y, AT PAGE 154 ROBESON COUNTY REGISTRY, AND RUNS THENCE WITH THE EAST LINE OF SAID ONE-HALF ACRE TRACT, NORTH 10 DEGREES WEST 3.17 CHAINS TO THE NORTHEAST CORNER OF SAID ONE-HALF ACRE TRACT; THENCE NORTH 80 DEGREES 30 MINUTES WEST 25 LINKS TO A POINT IN THE CENTER OF A LARGE CANAL (THE GOLF COURSE LINE); THENCE AS THE CENTER OF SAID CANAL, NORTH 10 DEGREES EAST APPROXIMATELY 5.40 CHAINS TO THE INTERSECTION OF SAID CANAL WITH ANOTHER CANAL, A CORNER IN THE LINE OF THE LANDS OF BILLY BULLOCK; THENCE WITH SAID LATTER CANAL, NORTH 80 DEGREES EAST 2.35 CHAINS TO A STAKE; THENCE SOUTH 10 DEGREES WEST 5.42 CHAINS TO A STAKE; THENCE SOUTH 80 DEGREES 30 MINUTES WEST 1.60 CHAINS TO AN IRON

STAKE; THENCE SOUTH 10 DEGREES EAST 3.17 CHAINS TO THE NORTH LINE OF N.C. HIGHWAY NO. 41, THENCE WITH THE NORTH LINE OF SAID HIGHWAY, SOUTH 80 DEGREES 30 MINUTES WEST 50 LINKS TO THE BEGINNING, CONTAINING TWO AND ONE-FOURTH (2 1/4) ACRES, MORE OR LESS.

REFERENCE IS HEREBY HAD TO THAT CERTAIN MAP ENTITLED "MAP OF V.L. BULLOCK LANDS", PREPARED BY L.T. BRYAN, SURVEYOR, AND DULY RECORDED IN MAP BOOK 12, PAGE 58 ROBESON COUNTY REGISTRY.

BEING THE SAME IDENTICAL TRACT OR PARCEL OF LAND CONVEYED BY DEED DATED THE 13TH DAY OF NOVEMBER, 1969, FROM VON L. BULLOCK AND WIFE, ETHEL BULLOCK, TO STACY BULLOCK AND WIFE, EFFIE N. BULLOCK, AND DULY RECORDED IN THE BOOK 17-H, PAGE 73. BEING THE SAME IDENTICAL TRACTS OR PARCELS OF LAND CONVEYED BY DEED DATED THE 25TH DAY OF FEBRUARY, 1973, FROM STACY BULLOCK AND WIFE, EFFIE N. BULLOCK, RESERVING FOR THEMSELVES A LIFE ESTATE FOR AND DURING THE TERM OF THEIR NATURAL LIVES, TO JAMES DAVID BULLOCK, RECORDED IN BOOK 19-F, AT PAGE 209, THE SAID EFFIE M. BULLOCK NOW BEING DECEASED.

THIS BEING THE SAME TRACT DESCRIBED AS "FOURTH TRACT" IN THE DEED DATED JANUARY 8, 1979 FROM JAMES DAVID BULLOCK AND WIFE, NORMA F. BULLOCK, TO STACY BULLOCK RECORDED IN BOOK 448, PAGE 29, ROBESON COUNTY REGISTRY.

TRACT 4:

For informational purposes: PIN #1012-02-019

IN LUMBERTON TOWNSHIP, ROBESON COUNTY, NORTH CAROLINA, APPROXIMATELY 2 MILES IN AN EASTERLY DIRECTION FROM THE CITY OF LUMBERTON, ON THE NORTH SIDE OF, AND ADJACENT TO, N.C. HIGHWAY NO. 41, THE SAME CONTAINING ONE-HALF (1/2) ACRE, MORE OR LESS, RUNNING AROUNDING INCLUDING THE DWELLING HOUSE FORMERLY OCCUPIED BY FRANCIE H. BULLOCK AND ANY OUTBUILDINGS IN CONNECTION THEREWITH. THE ONE-HALF (1/2) ACRE BEING A PART OF A 2.4-ACRE TRACT DESIGNATED AS TRACT NO. 1, AS SHOWN AND DESIGNATED ON A MAP ENTITLED "MAP OF V. L. BULLOCK LANDS", PREPARED BY L. T. BRYAN, SURVEYOR, AND DULY RECORDED IN BOOK OF OFFICIAL MAPS NO. 12, AT PAGE 58, ROBESON COUNTY REGISTRY, TO WHICH REFERENCE IS HEREBY MADE, AND THE SAME IS INCORPORATED AS A PART HEREOF.

REFERENCE IS HEREBY MADE TO THE FOLLOWING: DEED FROM FRANCIE H. BULLOCK, UNMARRIED, TO CLYDE BULLOCK, DATED NOVEMBER 21, 1974, AND DULY RECORDED IN <u>BOOK 19-0, AT PAGE 253</u>, ROBESON COUNTY REGISTRY; DEED FROM FRANCIE H. BULLOCK, WIDOW OF VOL L. BULLOCK, DECEASED, TO CLYDE BULLOCK, DATED DECEMBER 21, 1973, AND DULY RECORDED IN <u>BOOK 19-D, AT PAGE 15</u>, ROBESON COUNTY REGISTRY; AND LAST WILL AND TESTAMENT OF VOLL. BULLOCK AS WILL APPEAR IN FILE NO. 73 E 191, SPECIAL PROCEEDING DIVISION IN THE OFFICE OF CLERK OF SUPERIOR COURT OF ROBESON COUNTY, NORTH CAROLINA.

TRACT 5:

For informational purposes: PIN #1012-02-020

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN LUMBERTON TOWNSHIP, ROBESON COUNTY, NORTH CAROLINA, APPROXIMATELY THREE (3) MILES IN AN EASTERLY DIRECTION FROM THE CITY OF LUMBERTON, ON THE NORTH SIDE OF NC HIGHWAY NO. 41, LEADING FROM THE CITY OF LUMBERTON TO ELIZABETHTOWN, NORTH CAROLINA, BOUNDED ON THE WEST BY THE LANDS OF STACY PAUL BULLOCK AND WIFE, ON THE NORTH AND EAST BY OTHER LANDS OF VON L. BULLOCK; ON THE SOUTH BY SAID NC HIGHWAY NO. 41, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT AN IRON STAKE IN THE NORTH FINE OF NC HIGHWAY NO. 41, THE SOUTHEAST

CORNER OF A 63/IO0THS ACRE TRACT OF LAND CONVEYED TO STACY PAUL BULLOCK AND WIFE, BY DEED FROM V. L. BULLOCK AND WIFE, DATED DECEMBER 1, 1945 OF RECORD IN BOOK 9-Y, AT PAGE 573 ROBESON COUNTY REGISTRY, AND RUNS THENCE AS THE EAST LINE OF SAID 63/IO0THS ACRE TRACT, NORTH 10 DEGREES WEST 209.0 FEET TO AN IRON STAKE, THE NORTHEAST CORNER OF SAID 63/I00THS ACRE TRACT; THENCE NORTH 80 DEGREES 30 MINUTES EAST 105.0 FEET TO A NEW CORNER, THENCE A NEW LINE, SOUTH 10 DEGREES EAST 209.0 FEET TO A NEW CORNER IN THE NORTH LINE OF NC HIGHWAY NO. 41; THENCE WITH THE NORTH LINE OF SAID HIGHWAY, SOUTH 80 DEGREES 30 MINUTES WEST 105.0 FEET TO THE BEGINNING, CONTAINING ONE-HALF (1/2) OF AN ACRE, MORE OR LESS.

BEING A PORTION OF TRACT NO. ONE (1) AS SHOWN AND DESIGNATED ON A MAP ENTITLED "MAP OF V. L. BULLOCK LANDS," OF RECORD IN BOOK OF OFFICIAL MAPS NO. 12, AT PAGE 58, ROBESON COUNTY REGISTRY AND BEING ALSO A PORTION OF TRACT NO. SIX (6) AS SHOWN AND DESIGNATED ON A MAP ENTITLED, "THE L. E. WHALEY LANDS", OF RECORD IN BOOK OF OFFICIAL MAPS NO. 2, PAGE AT 67, ROBESON COUNTY REGISTRY.

REFERENCE IS ALSO MADE TO DEED FROM ETHEL B. BULLOCK TO VON L. BULLOCK, DATED JUNE 3, 1953, AND DULY RECORDED IN BOOK 12-T, PAGE 121, ROBESON COUNTY REGISTRY.

THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY.

ALSO DESCRIBED AS:

LYING AND BEING IN LUMBERTON TOWNSHIP, ROBESON COUNTY, NORTH CAROLINA, NORTH OF AND ADJOINING NORTH CAROLINA HIGHWAY 41 (60' PAVED RIGHT-OF-WAY) ABOUT 0.64 MILES NORTHEAST OF THE INTERSECTION OF NORTH CAROLINA HIGHWAY 41 AND SNAKE ROAD (SR 2110), BOUNDED BY LANDS OF TIME OUT COMMUNITIES, LLC (DEED BOOK 2115, PAGE 229, ON THE NORTH & EAST, AND BY THE LANDS OF BERNADETTE CLARK LEACH & WILVERIA EREDINE CLARK (DEED BOOK 17, PAGE 59) ON THE WEST.

BEGINNING AT AN EXISTING CONCRETE MONUMENT IN THE NORTHERN RIGHT-OF-WAY OF NORTH CAROLINA HIGHWAY 41 (60' PUBLIC RIGHT-OF-WAY) BEING LOCATED SOUTH 76 DEGREES 34 MINUTES 11 SECONDS WEST 330.04 FEET FROM AN EXISTING CONCRETE MONUMENT FOUND IN THE NORTHERN RIGHT-OF-WAY OF NORTH CAROLINA HIGHWAY 41 AND HAVING NORTH CAROLINA

NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) GRID COORDINATES OF NORTHING= 324204.95 FEET AND EASTING= 2015067.63 FEET AND RUNS THENCE FROM SAID POINT OF BEGINNING AND, ALONG THE NORTHERN RIGHT-OF-WAY OF NORTH CAROLINA HIGHWAY 41, SOUTH 77 DEGREES 00 MINUTES 05 SECONDS WEST 508.89 FEET TO AN EXISTING CONCRETE MONUMENT FOUND IN THE NORTHERN RIGHT-OF-WAY OF NORTH CAROLINA HIGHWAY 41; THENCE, LEAVING THE RIGHT-OF-WAY, NORTH 13 DEGREES 11 MINUTES 34 SECONDS WEST 207.54 FEET TO AN EXISTING IRON STAKE FOUND; THENCE, NORTH 76 DEGREES 26 MINUTES 02 SECONDS EAST 210.51 FEET TO AN EXISTING CONCRETE MONUMENT FOUND; THENCE NORTH 13 DEGREES 07 MINUTES 12 SECONDS WEST 351.04 FEET TO A CALCULATED POINT IN AN INTERSECTION OF TWO DITCHES; THENCE, ALONG AND WITH A DITCH, NORTH 70 DEGREES 38 MINUTES 21 SECONDS EAST 300.81 FEET TO A CALCULATED POINT AT THE END OF SAID DITCH; THENCE SOUTH 13 DEGREES 05 MINUTES 02 SECONDS EAST, PASSING THROUGH AN EXISTING CONCRETE MONUMENT FOUND AT 14.15 FEET, FOR A TOTAL OF 594.00 FEET TO THE POINT OF BEGINNING CONTAINING 4.97 ACRES.

FOR TITLE REFERENCE SEE DEED BOOK 2114, PAGE 894, ROBESON COUNTY REGISTRY.
BEARINGS REFERENCED TO THE NORTH CAROLINA GRID SYSTEM NORTH AMERICAN DATUM OF 1983
USING THE 2011 ADJUSTMENT.

For informational Purposes: TAX MAP NUMBERS: 101202018, 101202019, 101202020, 01202021.

AND

LYING AND BEING IN LUMBERTON TOWNSHIP, ROBESON COUNTY, NORTH CAROLINA, NORTH OF AND ADJOINING NORTH CAROLINA HIGHWAY 41 (60' PAVED RIGHT-OF-WAY) ABOUT 0.73 MILES NORTHEAST OF THE INTERSECTION OF NORTH CAROLINA HIGHWAY 41 AND SNAKE ROAD (SR 2110), BOUNDED BY LANDS OF TIME OUT COMMUNITIES, LLC (DEED BOOK 2114, PAGE 894) & THE LANDS OF BERNADETTE CLARK LEACH & WILVERIA EREDINE CLARK (DEED BOOK 17, PAGE 59) ON THE WEST, BY THE LANDS OF LOISTEEN SINCLAIR, LIFE ESTATE, FREDDIE SINCLAIR REMAINDER (DEED BOOK 1909, PAGE 222) ON THE NORTH, AND BY THE LANDS OF HAZEL ROZIER MCNEELY (DEED BOOK 503, PAGE 316) ON THE EAST.

BEGINNING AT AN EXISTING CONCRETE MONUMENT IN THE NORTHERN RIGHT-OF-WAY OF NORTH CAROLINA HIGHWAY 41 (60' PUBLIC RIGHT-OF-WAY) HAVING NORTH CAROLINA NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) GRID COORDINATES OF NORTHING = 324204.95 FEET AND EASTING= 2015067.63 FEET AND BEING LOCATED NORTH 76 DEGREES 34 MINUTES 11 SECONDS EAST 330.04 FEET FROM AN EXISTING CONCRETE MONUMENT FOUND IN THE NORTHERN RIGHT-OF-WAY OF NORTH CAROLINA HIGHWAY 41 AND RUNS THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHERN RIGHT-OF-WAY OF NORTH CAROLINA HIGHWAY 41, SOUTH 76 DEGREES 34 MINUTES 11 SECONDS WEST 330.04 FEET TO AN EXISTING CONCRETE MONUMENT FOUND IN THE NORTHERN RIGHT-OF-WAY OF NORTH CAROLINA HIGHWAY 41; THENCE, LEAVING THE RIGHT-OF-WAY, NORTH 13 DEGREES 05 MINUTES 02 SECONDS WEST, PASSING THROUGH AN EXISTING CONCRETE MONUMENT FOUND AT 579.85 FEET, FOR A TOTAL DISTANCE OF 594.00 FEET TO A CALCULATED POINT AT THE END OF A DITCH; THENCE, ALONG AND WITH A DITCH, SOUTH 70

DEGREES 38 MINUTES 21 SECONDS WEST 300.81 FEET TO A CALCULATED POINT AT THE INTERSECTION OF TWO DITCHES; THENCE, ALONG AND WITH A DITCH, NORTH 13 DEGREES 07 MINUTES 12 SECONDS WEST 517.00 FEET TO A CALCULATED POINT IN THE INTERSECTION OF TWO DITCHES; THENCE, ALONG AND WITH A DITCH, NORTH 77 DEGREES 24 MINUTES 36 SECONDS EAST 628.22 FEET TO A CALCULATED POINT IN THE INTERSECTION OF TWO DITCHES; THENCE, ALONG AND WITH A DITCH, SOUTH 13 DEGREES 08 MINUTES 48 SECONDS EAST 1070.70 FEET TO THE POINT OF BEGINNING CONTAINING 11.55 ACRES, AND SUBJECT TO ANY RIGHTS OF WAY OR EASEMENTS OF RECORD.

FOR TITLE REFERENCE SEE DEED BOOK 2115, PAGE 229, ROBESON COUNTY REGISTRY.

BEARINGS REFERENCED TO THE NORTH CAROLINA GRID SYSTEM NORTH AMERICAN DATUM OF 1983 USING THE 2011 ADJUSTMENT.

For informational Purposes: TAX MAP NUMBERS: 101202017, 10120201701, 10120201702